

Agreement

between

USS Great Lakes Fleet, Inc.

and

American Maritime Officers

covering

**Licensed Engineers
Licensed Mates
(Boom-Type Self-Unloader Vessels)
Stewards**

August 1, 2000

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Article 1 -- Purpose and Scope of the Agreement

AGREEMENT

AGREEMENT dated August 1, 2000, between USS Great Lakes Fleet, Inc., (hereinafter referred to as the "Company") and American Maritime Officers, its successors or assigns (hereinafter referred to as the "Union") on behalf of itself and the Officers of the Company as defined in Section 2 of Article I of this Agreement. The provisions of this Agreement shall become effective August 1, 2000, except as otherwise expressly provided herein.

The provisions of this Agreement constitute the sole procedure for the processing and settlement of any claim by an Officer or the Union of a violation by the Company of this Agreement. As a representative of the Officers, the Union may process grievances through the grievance procedure, including arbitration, in accordance with this Agreement or adjust or settle the same.

**ARTICLE I - PURPOSE AND SCOPE OF
THE AGREEMENT**

Section 1. Purpose

It is the intent and purpose of the parties hereto to set forth herein the agreement between them with respect to rates of pay, hours of work, and other conditions of employment to be observed by the parties hereto and the employees covered hereby.

Section 2. Bargaining unit

The Company recognizes the Union as the exclusive bargaining agency with respect to rates of pay, wages, hours of work, and conditions of employment for: all Licensed Engineers and Stewards (hereinafter sometimes referred to as "Engineers, Stewards, or Officers") employed on all vessels operated by the Company, and for Licensed Mates (hereinafter sometimes referred to as "Mates or Officers") employed on deck-equipped boom-type self-unloader vessels (except newly constructed vessels engaged primarily in the transport of iron ore) operated by the Company. Whenever in this Agreement the term "Designated Engineers", "Designated Mates", or "Designated Stewards" is used it refers to Engineers, Mates, or Stewards who were compensated on a monthly basis, and who were permanently employed as Engineers, Mates or Stewards at the time the respective groups were organized by the Union as last specified in the 1980-1983 prior Agreements between the Parties.

Section 3. Government Laws and Regulations

In the event any provisions of the Agreement shall be or become invalid or unenforceable by reason of any federal or state law, regulation or order, now existing or hereafter enacted or put in force, such invalidity or unenforceability shall not affect the remainder of this Agreement.

Section 4. Past Practices

- A. This Agreement shall not be deemed to deprive officers of the benefit of any custom and practice consistent with this Agreement which is in effect and has been constantly observed on a fleet-wide basis for at least two (2) years prior to the time this agreement is executed. The term "fleet-wide basis" shall mean a vessel or group of vessels where such practice or custom has been in effect, but does not necessarily exist in each and every bulk freight vessel in the fleet because of the nature of the vessel or group of vessels where such practice or custom is in effect. If the Company at any time shall change or eliminate any such custom or practice, any officer affected thereby may file a grievance with respect hereto. In the processing of such grievance the burden of proof shall be upon the officer and the Union to establish that the alleged custom and practice in question has continuously existed and has been constantly followed on a fleet-wide basis under the same circumstances for at least two (2) years prior to the execution of the Agreement and the burden of proof to sustain the change of practice will be on the Company to justify its action.
- B. No custom or practice shall violate any federal or state laws, municipal ordinances, rules or regulations of the United States Coast Guard or any governmental agency, the American Bureau of Shipping or other classification society.

Section 5. Engine Department Jurisdiction and Manning

- A. The customary work and supervisory jurisdiction of the Licensed Engineers on vessels of the Company shall not be changed in the absence of mutual agreement between the Company and the Union.

It is agreed that such jurisdiction shall include the operation, maintenance and repair of all computer equipment and related servo-mechanisms which are concerned with the propulsion and internal machinery equipment of the vessel and the maintenance and repair of all computer and related servo-mechanisms and equipment which are not concerned with the propulsion of the vessel but excluding navigational equipment and external communication devices, except as above provided.

1. The provisions of this Sub-section 5-A shall not be interpreted to mean that the operation of Bridge Throttle Controls shall be within the jurisdiction of the Engine Department.
- B. Work performed upon vessels of the Company manned under this Agreement which is performed during the sailing season (including fitout and layup) while such vessels are in operating status, and which work falls within the jurisdiction of the Licensed Engineers and can be performed aboard the vessel, shall be performed by the regular complement of the ship's Engineers and shall not be contracted out provided, however, that this shall not prevent the Company from bringing aboard outside assistance nor prevent the Company from bringing a vessel into a shipyard for necessary repairs.
- C. In the event new machinery or equipment relating to the Engine Department is installed on any existing vessel, or in the case of a newly constructed vessel, the Company and the Union shall discuss manning scales. In the event the Company assigns a manning scale of Licensed Engineers lower than, or the Union seeks a manning scale higher than, set forth below, the issue on manning, if disputed, may be submitted by either party to arbitration. Any appeal to arbitration must be made within 10 days after receipt of notice by the Union of the proposed manning scale, otherwise the proposal is not subject to dispute. The guidepost for the arbitrator shall be whether the new machinery or equipment would result in a net reduction, other than an insignificant reduction, or a net increase, other than an insignificant increase, as the case may be, in the workload of Licensed Engineers as compared with their workload in the absence of the new equipment or machinery, to justify the disputed manning scale. The Company shall have the burden, where a reduction in manning is assigned, for establishing such justification and the Union shall have the burden, where an increase is sought, of establishing such justification.
- D. Subject to the above tests and procedure:
1. The manning scale for Licensed Engineers on any given vessel which was operated in accordance with August 1, 1993 Collective Bargaining Agreement shall continue.
 2. In the event the Company acquires a vessel from another company subsequent to the effective date hereof, or brings into operation one of its own vessels which was not in accordance with the terms of the August 1, 1993

Collective Bargaining Agreement, the manning scale for Licensed Engineers on any such vessel shall be the same as when last operated by the previous operator or in compliance with the August 1, 1993 Collective Bargaining Agreement, as the case may be.

3. The parties hereto agree that in the case of any newly constructed or reconverted vessel, the manning scale shall be a Chief Engineer, a First Assistant Engineer, two (2) Second Assistant Engineers, and a Third Assistant Engineer.

E. Floating Engineer

1. One of the five Assistant Engineers assigned to 1000 foot vessels shall be designated as a Floating Engineer.
2. The Floating Engineer must hold a First Assistant Engineer's license.
3. The position of Floating Engineer shall be filled by offering it to all who hold a First Assistant Engineer's license by seniority, and filled, absent volunteers, by the least senior engineer holding a First Assistant Engineer license.
4. The Floating Engineer shall be paid at the First Assistant Engineer rate and may be required to fill any vacancy, including standing a watch.
5. The Floating Engineer shall not be transferred more than once every thirty days, and the transfer scheduled, to the extent possible, so as to coincide with family leave.

The Floating Engineer provisions shall be experimental and expire at the end of this collective bargaining agreement absent mutual agreement of the parties.

Section 6. Deck Department Jurisdiction and Manning

- A. The customary work and supervisory jurisdiction of the Licensed Mates on vessels of the Company shall not be changed in the absence of mutual agreements between the Company and the Union and shall not be performed by any other personnel.

It is agreed that such jurisdiction shall include the operation, maintenance, and repair of all navigational

equipment and related mechanisms, however, this shall not prevent the Company from bringing aboard outside assistance nor prevent the Company from bringing a vessel into a shipyard for necessary repairs.

- B. In the event new machinery or equipment relating to the Deck Department is installed on any existing vessel, or in the case of a newly constructed vessel, the Company and the Union shall discuss manning scales. In the event the Company assigns a manning scale of Licensed Mates lower than, or the Union seeks a manning scale higher than, that set forth below, the issue on manning, if disputed, may be submitted by either party to arbitration. Any appeal to arbitration must be made within 10 days after receipt of notice by the Union of the proposed manning scale, otherwise the proposal is not subject to dispute. The guidepost for the arbitration shall be whether the new machinery or equipment would result in a net reduction, other than an insignificant reduction, or in a net increase, other than an insignificant increase, as the case may be, in the workload of Licensed Mates as compared with their workload in the absence of the new equipment or machinery, to justify the disputed manning scale. The Company shall have the burden, where a reduction in manning is assigned, for establishing such justification and the Union shall have the burden, where an increase is sought, of establishing such justification.
- C. Subject to the above test and procedure:
1. The manning scale for Licensed Mates on any given vessel which was operated in accordance with the August 1, 1993 Collective Bargaining Agreement shall continue.
 2. In the event the Company acquires a vessel from another Company subsequent to the effective date hereof, or brings into operation one of its own vessels which was not in operation in accordance with the terms of the August 1, 1993 Collective Bargaining Agreement, the manning scale for Licensed Mates on any such vessel shall be the same as when last operated by the previous operator in compliance with the August 1, 1993 Collective Bargaining Agreement, as the case may be.
 3. The parties hereto agree that in the case of any newly constructed or reconverted vessel, the manning scale shall be a First Mate, one (1) Second Mate and a Third Mate.

Section 7. Galley Department Jurisdiction

The customary work and supervisory jurisdiction of the Stewards on vessels of the Company shall not be changed in the absence of mutual agreements between the Company and the Union and shall not be performed by any other personnel.

ARTICLE II - UNION MEMBERSHIP

- A. Each present Officer who on the date of this Agreement, was a member of the Union in good standing and each Officer who became a member after that date shall, as a condition of employment, maintain membership in the Union.
- B. Each Officer hired on or after the effective date of this Agreement, shall, as a condition of employment, commencing on the 31st day following the beginning of such employment or the effective date of this Agreement, whichever is later, acquire and maintain membership in the Union.
- C. For the purposes of this Article II - A, an Officer shall not be deemed to have lost membership in good standing in the Union until the Secretary-Treasurer of the Union shall have determined that the membership of such Officer in the Union is not in good standing and shall have given the Company a notice in writing of that fact.
- D. The Company shall not be required to discharge any Officer except for failure to maintain Union membership as provided in this Agreement, and then only when a replacement satisfactory to the Company is available, which replacement will be made as promptly as possible.
- E. The Union shall indemnify the Company and hold it harmless against any and all suits, claims, demands and liabilities that shall arise out of or by reason of any action that shall be taken by the Company for the purpose of complying with the foregoing provisions of this Article or in reliance on any notice which shall have been furnished to the Company under any of such provisions.

ARTICLE III - PASSES FOR UNION REPRESENTATIVES

The Company shall issue passes to authorized representatives of the Union for the purpose of consulting with the Officers covered by this Agreement, subject to the following conditions:

- A. No more than two (2) representatives of the Union shall be aboard a vessel at any time and no such representative shall remain aboard for more than two (2) hours on any one (1) day; provided, however, the Company has no objection to reasonable extension of said period if requested of the Master and approval is obtained. The Union representatives on board a vessel pursuant to the provisions of this Section shall not in any manner interfere with the operation of the vessel. No extra wages or overtime will be paid to any Officer by the Company as a result of or in connection with the presence of a Union representative on any of the vessels.
- B. No representative of the Union shall be issued a pass until the representative shall have first signed and presented to the Company a form of release under the terms of which the representative shall release the Company of all liability for any loss or damage to property or for loss of life, or for injury sustained while on the property of, or aboard any vessel, owned, chartered, or leased by the Company.
- C. The Union shall continue to carry liability insurance which will protect and indemnify the Company and be in lieu of any claim against it and/or its master, agent, charterer, operator, subsidiary or affiliated companies from any claim, loss, damage or liability for loss of life or injury occurring to one or more representatives of the Union while on its property or any other property which said representative or representatives may use in going to and from any vessels operated by the Company. The Insurer issuing the policy shall have the approval of the Company as well as the form of policy and the amount of insurance. Evidence that such insurance is in force shall be submitted to the Company and upon the request of the Company, from time to time, evidence shall be produced to show that the policy is in force and in good standing.
- D. The Company will not be responsible for securing passes for Union representatives when such representatives desire access to property not owned or controlled by the Company.

ARTICLE IV - MANAGEMENT

- A. The management of the Company's vessels and the direction of the working forces and the operation of the vessels including but not limited to the hiring, transferring, promoting, demoting of Officers, suspending, discharging or otherwise disciplining of Officers, the laying off and recalling to work of Officers, in connection with any reduction or increase in

the working forces, the scheduling of work and the control and regulation of the use of all equipment and other property of the Company are the exclusive functions of the Company; provided however, that in the exercise of such functions the Company shall observe the provisions of this Agreement.

- B. Nothing contained in this Agreement is intended to or shall be construed to restrict in any way the authority of the Master as established by law. Officers shall comply with all lawful order of their superior officers, and the refusal of an Officer to work as directed on any day shall be grounds for discharge.
- C. The Company shall promulgate, devise, institute, enforce, determine and change safety, health and property protection measures where legal responsibility of the Company is involved. The Company shall have the exclusive right of determining when and where any or all of its vessels shall fitout, navigate or layup, and the selection of vessels to operate.

ARTICLE V - RESPONSIBILITIES OF THE PARTIES

- A. Each of the parties hereto acknowledges the rights and responsibilities of the other party and agrees to discharge its own responsibilities under this Agreement.
- B. The Union (its officers and representatives, at all levels) and all Officers are bound to observe the provisions of this Agreement on their part to be performed. The Company (and its officers and representatives, at all levels) is bound to observe the provisions of this Agreement on its part to be performed.
- C. In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be observed:
 - 1. There shall be no intimidation or coercion of Officers into joining the Union.
 - 2. There shall be no solicitation of Union membership on Company time.
 - 3. There shall be no interference with the right of Officers to become or continue to be members of the Union.
 - 4. There shall be no discrimination, restraint or coercion

against any Officer because of membership in the Union or for lawful activity on behalf of the Union.

5. There shall be no strikes, work stoppages or interruption or impeding of work or operation of any vessel during the term of this Agreement. No officer or representative of the Union shall authorize, instigate, aid or condone any such activities. No Officer shall participate in any such activities.
 6. There shall be no lockouts; provided, however, this shall not prevent the orderly discharge or layoff of Officers of the Company.
 7. The applicable procedures of this Agreement will be followed for the settlement of all grievances.
 8. Should there be a violation of subparagraph 5 of this Article V, there shall be no discussion or negotiation regarding the difference or dispute during the existence of such violation, or before normal work has been resumed.
- D. The right of the Company to discipline an Officer for a violation of this Agreement shall be limited to the failure of such Officer to discharge responsibilities as an Officer and may not in any way be based upon the failure of such Officer to discharge responsibilities as a representative or officer of the Union.
- E. It is the continuing policy of the Company and the Union that the provisions of this Agreement shall be applied to all Officers without regard to race, color, religious creed, gender or national origin. A joint committee on Civil Rights shall be established. The Union representation on the committee shall be no more than three (3) members designated by the Union. The Union members shall be certified to the Company and the Company members certified to the Union. The committee shall meet at mutually agreeable times to review matters involving Civil Rights and advise the Company and Union concerning them, but shall have no jurisdiction over the filing or processing of grievances. This provision shall not affect any existing right to file a grievance nor does it enlarge the time limits for filing and processing grievances.

ARTICLE VI - MEDICAL

Section 1. Physical Examinations

- A. The Company may require that any Officer submit to a physical examination at the beginning of employment, or at such other time or times throughout the season as it may be deemed necessary. When Officers are unassigned and are required by the Company to report for physical examination on their own time, any transportation costs which might be involved will be borne by the Company. If such an examination shows that the Officer is physically unqualified, the Officer's employment may be terminated and the Officer's continuous service will be determined in accordance with the provisions of Article XIV of this Agreement. When the question of physical ability to perform work is in dispute, the Officer shall have the right to have an examination made by the Medical physician of the Officer's own selection. In case of disagreement between such physician and the Company's physician, the Company and the Union jointly, in writing, will request the two (2) physicians to select an impartial physician as promptly as possible. The medical opinion of such impartial physician, after the examination of the Officer and consultation with such two (2) other physicians, shall decide such question; and this decision shall be final.

The selection of the impartial physician and the examination of the Officer by the latter shall be completed within ten (10) days, if possible.

The expense of the impartial physician shall be borne equally by the Company and the Union.

- B. If the Company, pursuant to paragraph A above, requires an Officer other than a probationary Officer to submit to an annual physical examination during fitout or during the navigation season, the Officer will be reimbursed for transportation expense incurred. In order to obtain reimbursement, the Officer will present a receipt for the transportation expense involved.
- C. The Company will provide or reimburse the actual cost of transportation, in accordance with receipts submitted to the Company office, incurred by an Officer who is injured or becomes seriously ill on the vessel, from and to the vessel to the nearest medical doctor or hospital where required medical attention can be provided.

Section 2. Maintenance and Cure

- A. Maintenance and cure, when payable, shall be paid at the rate of eight dollars (\$8.00) per day.

- B. Wages and maintenance and cure to which an Officer is entitled under the maritime law doctrine shall not be withheld in any case merely because the claimant has also submitted a claim for damages or has filed a suit therefore or is taking steps to that end. Maintenance and cure to which an Officer shall be entitled shall be paid at regular intervals upon submission by the Officer of proper documentation as to incapacity.

ARTICLE VII - COMPENSATION

Nothing in this Article shall be construed as requiring payment for time not worked except as such payment is specifically required by other provisions of this Agreement.

Section 1. Monetary Matters

- A. The applicable Monthly Salary* of Engineers, Mates or Stewards shall be 30.5 times the following Daily Wage Rates:

	Effective 07-01-00	Effective 08-01-01
Chief Engineer	\$280.35 +\$3.15 (supplemental)	\$294.37 +\$3.31 (supplemental)
First Ass't or First Mate	\$188.39	\$197.81
Second Ass't or Second Mate	\$171.32	\$179.88
Third Ass't or Third Mate	\$159.39	\$167.36
Steward	\$165.49	\$173.77

* Based on average of 30.5 days of work, with pro rata portions for partial months.

	Effective 08-01-02
Chief Engineer	\$309.09 +3.48 (supplemental)
First Ass't or First Mate	\$207.70
Second Ass't or Second Mate	\$188.88
Third Ass't or Third Mate	\$175.73
Steward	\$182.45

- B. The Chief Engineer shall be responsible for assignment of any welding work to be performed by vessel personnel. If an **Assistant Engineer** or Mate is assigned to perform welding work, the **Assistant Engineer** or Mate shall be paid at the regular straight-time rate or overtime rate, whichever is applicable, plus \$10.00 per hour for time spent performing welding work.
- C. Daily wage rates shall constitute the regular straight-time rate of pay for a day comprising eight (8) hours of actual work and one-eighth (1/8) of such rate shall constitute the regular straight-time hourly rate for purposes of computing overtime and premium pay.
- D. Where hours are worked within eight (8) in any one (1) day under conditions which require payment of overtime, holiday or Sunday premium rates, the daily wage rate shall be included in and shall not be paid in addition to the total rate which is applicable.

Section 2. Cost-of-Living Adjustment

A. For purposes of this Section 2:

1. "Consumers Price Index" refers to the "Consumer Price Index for Urban Wage Earners and Clerical Workers - United States - All Items (CPI-W) (1967-100)" published by the Bureau of Labor Statistics, United States Department of Labor.
2. The Consumer Price Index Base shall be determined as follows:
 - (i) For the August 1, 2000; November 1, 2000; February 1, 2001 and May 1, 2001 Adjustment Dates the Consumer Price Index Base refers to the Consumer Price Index for the month of March, 2000 published by the Bureau of Labor Statistics multiplied by 105.0%.
 - (ii) For the August 1, 2001; November 1, 2001; February 1, 2002 and May 1, 2002 Adjustment Dates the Consumer Price Index Base refers to the Consumer Price Index for the month of March, 2001 multiplied by 105.0%.
 - (iii) For the August 1, 2002; November 1, 2002; February 1, 2003 and May 1, 2003 Adjustment Dates the

Consumer Price Index Base refers to the Consumer Price Index for the month of March 2002, multiplied by 105.0%.

3. "Adjustment Dates" are August 1 and November 1, 2000; February 1, May 1, August 1 and November 1, 2001; February 1, May 1, August 1 and November 1, 2002; February 1 and May 1, 2003.
 4. "Change in the Consumer Price Index" is defined as the difference between (i) the Consumer Price Index base and (ii) the Consumer Price Index for the second calendar month next preceding the month in which the applicable Adjustment Date falls.
 5. "Cost-of-Living Adjustment" is calculated as below and will be payable for the three-month period commencing with the Adjustment Date.
- B. Effective on each Adjustment Date, a Cost-of-Living Adjustment equal to \$0.01 per hour for each full.3 of a point change in the Consumer Price Index shall become payable only for hours actually worked before the next Adjustment Date. In calculating the Adjustments for August 2000, November 2000, February 2001 and May 2001, there shall be added to the amount calculated in the previous sentence an amount equal to the Cost-of-Living Adjustment which was payable May 1, 2000 (\$0.05 per hour). In calculating the adjustments for August 2001, November 2001, February 2002 and May 2002, there shall be added to the amount calculated in the first sentence of this paragraph B. an amount equal to the Cost-of-Living Adjustment which was payable on May 1, 2001. In calculating Adjustments, as called for in paragraph A.2.(iii) of this Section 2, they likewise shall be in addition to those Cost-of-Living Adjustments, if any, which preceded them.
- C. The Cost-of-Living Adjustment shall be an "add-on" and shall not be part of the employee's regular hourly wage rate. Such Adjustment shall be payable only for hours actually worked and shall be included in the calculation of overtime premium but shall not be part of the employee's pay for any other purpose and shall not be used in the calculation of any other pay, allowance, or benefit.
- D. Should the Consumer Price Index, in its present form and on the same basis (including composition of the "Market Basket" and "Consumer Sample") as the last index published prior to

March 1, 2000 become unavailable, the parties shall attempt to adjust this Section 2 or, if agreement is not reached, request the Bureau of Labor Statistics to provide the appropriate conversion or adjustment which shall be applicable as of the appropriate Adjustment Date and thereafter. The purpose of such conversion shall be to produce as nearly as possible the same result as would have been achieved using the index in its present form.

- E. If the Consumer Price index falls below the Consumer Price Index Base, there shall be no Cost-of-Living Adjustment.

Section 3. Sunday Premium

All hours worked by an Officer, other than a Chief Engineer, on Sunday which are not paid for on an overtime basis shall be paid for on the basis of one and one-half (1 1/2) times the Officer's regular straight-time rate of pay.

Section 4. Payment of Wages

- A. The Company shall maintain its present practices in the payment of wages.
- B. Each Officer shall be entitled to draw against earned wages on the 10th and 20th of each month.
- C. If an Officer leaves the vessel during the period for which signed by the Master, the Officer will be entitled to a draw on the wages due, provided, the Officer has made such a request with reasonable notice.
- D. The draws provided for in the above paragraphs may be in the form of two checks, if requested with reasonable advance notice by the Officer.

Section 5. Subsistence and Room Allowance in Port

When Officers report on board the vessel for work, if board or quarters are not provided, they shall be entitled to reimbursement for actual expenses incurred for meals and/or quarters.

If it is necessary for an employee to incur meal and/or lodging expenses for the day preceding reporting day for fitout, such expenses shall be reimbursed upon submission of receipts to the Master.

Section 6. Bonus

- A. Each Officer who shall have been continuously employed on a vessel of the Company for at least forty-five (45) days prior to the layup of such vessel and who shall complete duties in connection with layup, or shall be laid off due to a reduction in force and does not subsequently refuse assignment (other than relief assignment) to another ship prior to the end of the season, shall receive at the close of the Great Lakes navigation season, a bonus equivalent to 10% of the wages received during the period of such employment; provided that in the case of an Officer who does not complete duties in connection with layup only because of the Officer's death, such bonus shall be payable, on the basis of earnings to the date of death as though the Officer had completed such duties. Wages upon which the 10% bonus shall be computed shall be the total straight-time and overtime earnings of the Officer for actual time worked, including pay for holidays whether worked or not. Any absence from the vessel due to a work stoppage or strike in violation of this Agreement shall cause a break in continuity of employment for bonus purposes. Absence due to injury or illness, or Company-approved leave of absence in accordance with Article XIV, Section 10, of this Agreement, shall not cause a break in continuity of employment for bonus purposes. When requested, satisfactory proof of the reason for absence, including medical report in case of illness or injury, shall be furnished.
1. Each relief Officer who has been on Articles for a minimum of sixty (60) days or more in a sailing season and whose separation from employment thereafter was not due to quit or a discharge for cause will be paid bonus at the end of the sailing season.
 2. Officers who have sailed on Articles for a minimum of forty-five (45) days in a sailing season with the Company at time of retirement will be paid bonus.
- B. An Officer (other than a probationary employee) who shall enter the Armed Forces of the United States a reasonable time after leaving the Company's employment and shall furnish the Company satisfactory proof of that fact shall be paid the bonus herein provided based upon the Officer's wages, as described in paragraph A of this Section, from the beginning of the Officer's employment to the date the Officer leaves the vessel to enter the Armed Forces.
- C. Payment shall be paid eligible employees on the following schedule:

1. If the department on the last vessel to which an employee has been assigned completes layup prior to the 15th of the month, payment shall be made by the 10th of the following month.
 2. If the department on the last vessel to which an employee has been assigned completes layup after the 15th of any month, payment shall be made by the 25th of the following month.
 3. There will be no bonus payment prior to January 1.
- D. Timing of bonus payments to Officers involved in the layup of more than one vessel, or to Officers assigned to vessels without an end-of-season layup, will be handled as follows:
1. An Officer who receives an initial bonus payment and who becomes eligible for one or more additional bonus payments by virtue of subsequent assignments to other vessels shall be paid such additional bonuses in a lump-sum payment under the provisions of Section (C.).
 2. An Officer assigned to a vessel which operates continuously without an end-of-season layup who is otherwise eligible for bonus payment shall be paid such total bonus under the provisions of Section C. 1. following March 14.

ARTICLE VIII - HOURS OF WORK AND OVERTIME

ENGINEERS

The workweek, workday and overtime provisions of this Article shall not apply to Chief Engineers.

Section 1. Workweek

The workweek shall be from 12:01 a.m. Monday until midnight of the following Sunday.

Section 2. Workday

- A. The workday shall be the calendar day.
- B. The normal daily hours of work during the navigation season shall be eight (8) hours within the workday.

- C. The normal daily hours of work for all Engineers shall be eight (8) hours between 7:30 a.m. and 5:00 p.m.:
1. During the period of fitout and layup (excluding Night Security and Safety Watches).
 2. At any time when watches are broken.
 3. For Nonwatchstanders. (Note: On six engineer vessels only, one Assistant Engineer, other than the First Assistant Engineer will be available for split time assignments or scheduled work outside the normal daily hours.)

Section 3. Night Security Watches

- A. During the period of fitout and layup or temporary layup or repair outage, when a vessel has steam up and plant in operation, an Assistant Engineer shall be on duty between the hours of 5:00 p.m. and 8:00 a.m., Monday through Sunday, inclusive.
- B. Assistant Engineers shall be assigned to such night security watches as mutually agreed with the Chief Engineer and such night watches shall be divided among the Assistant Engineers as equitably as possible.
- C. Assistant Engineers assigned to night watches on a vessel shall be on board and available at all times during such duty unless properly relieved by another Assistant Engineer.
- D. Any Engineer not assigned to night security watch during fitout and layup will be permitted to go ashore at the end of the Engineer's workday, except that an Assistant Engineer may not go ashore if directed by the Chief Engineer to work overtime.
- E. An Assistant Engineer on night security watch shall not be required to perform any work other than that which may be required to keep the plant in operation. If required to perform work other than that which is necessary to maintain uninterrupted operation of the plant, the Engineer shall be paid at the regular overtime rate of one and one-half (1-1/2) times the regular straight-time hourly rate in lieu of the night security watch rate as set forth in paragraph F. of this Section.
- F. All such night security watches shall be paid for at the Federal minimum hourly wage rate in effect.

G. The above terms and conditions of this Section do not apply and become inoperative when a vessel is:

1. a dead ship. (A dead ship is defined as one which is being supplied heat, light and power by shore facilities, and whose plant is not in operation.)
2. under Security Watches (as occurs several days in advance of the departure date from the fitout port).

H. In the case of several vessels moored side by side and heat and power are being supplied by only one of those vessels, then the night security watch shall be maintained only on that vessel whose plant is in operation.

Section 4. Fitout and Layup Status

A. Fitout

1. Vessels shall be considered in Fitout Status from the established fitout reporting date until regular watches have been set.
2. Vessels shall be considered in Operating Status from the time regular watches have been set until the vessel is considered in Layup Status in accordance with paragraph B. of this Section.
3. Regular watches shall be set by the Chief Engineer at least twelve (12) hours prior to the scheduled sailing time but in any event not earlier than twenty-four (24) hours.
4. When a vessel has completed fitting out but is scheduled to proceed to a drydock under its own power, and will complete fitting out after docking, watches necessary to the move shall be set by the Chief Engineer, but the vessel will remain in Fitout Status until fitting out has been completed and the vessel is scheduled to depart for the operating voyage.

B. Layup

1. Vessels shall be considered in Layup Status from the time regular watches are broken through the final day of laying up.
2. Vessels scheduled to layup shall maintain regular watches until arrival at the layup berth and the Master

has notified the Chief Engineer that the main engines are no longer required.

3. Regular watches shall be broken by the Chief Engineer, if practicable, within twelve (12) hours after arrival at the layup berth but in any event no later than twenty-four (24) hours. When regular watches have been broken, Operating Status terminates and Layup Status begins.
 4. When a vessel is scheduled to drydock or, for any other reason is delayed in proceeding to the layup berth and such drydocking or other delay will exceed forty-eight (48) hours, regular watches shall be broken and laying up shall proceed.
 5. When regular watches are broken and layup work is in progress and the vessel is scheduled to shift from the drydock or temporary berth to the established layup berth under its own power, watches necessary to the move shall be set by the Chief Engineer, but the ship will remain in Layup Status.
- C. The setting of watches at the end of fitout and the breaking of watches at the beginning of layup shall be effective simultaneously as to each Engineer aboard a particular vessel.

Section 5. Watches

- A. When watches are required, the three-watch system of four (4) hours on and eight (8) hours off shall be maintained, for the performance of work incident to the operation and maintenance of the vessel, except that such watches need not be maintained when the vessel is in port for any reason other than loading or unloading if, in the judgment of the Master, it shall not be necessary to do so for the navigation, operation, safety and sanitation of the vessel.
- B. Such watch system shall be maintained with the following exceptions:
 1. While the vessel is navigating, relief for meals shall be carried on in accordance with the present practice and no additional compensation shall be paid to Engineers while performing such relief. During such period of relief, the relieving Engineer will be required to perform only that work which is essential to the operation of the vessel.

2. While the vessel is in port, and after the vessel is secured, an Engineer on watch during a scheduled meal hour will be permitted to obtain a meal while on watch without calling out an Engineer off watch for such relief.

Section 6. Availability of Work

- A. While a vessel is in operation, the Engineers thereon shall be given an opportunity to work eight (8) hours each full workday. Only that work which is necessary to the operation and navigation of the vessel shall be performed on Sundays and the specific holidays of Christmas Day and Thanksgiving Day.
- B. During fitout and layup each Engineer shall be assigned eight (8) hours per day of work and be paid for the same provided such hours are actually worked.

During fitout and layup, on weekends or holidays, Engineers, with the consent of the Chief Engineer, shall be permitted to go ashore. The consent of the Chief Engineer shall not be arbitrarily withheld. It is understood that the Engineer will not receive any compensation of such time off the vessel during any weekend.

Section 7. Sailing Shorthanded

When, upon the commencement of or during any voyage of a vessel:

- A. A shortage occurs in an Engineer position normally required to stand regular watches, the Chief Engineer shall:
 1. Fill the vacancy by upgrading the remaining Engineers, provided they are properly licensed, and
 2. Direct other Engineers to stand six (6) hour watches to cover the hours normally worked by such absent Engineer.
- B. If a shortage or shortages occur on a vessel normally manned by four (4) or more Assistant Engineers, the remaining Assistant Engineers will fill the top Assistant positions, if they have the proper licenses. The remaining Assistant Engineers will be offered the opportunity to divide and perform the work of the missing Engineer or Engineers on an overtime basis. The offer of the opportunity to divide and

perform the work of the missing Engineer or Engineers on an overtime basis need not be made for the period that the Union is unable to provide a replacement Engineer after being requested to do so. Such overtime must be worked if directed by the Chief Engineer.

- C. Shortages created as a result of a voluntary quit or other reason related to the convenience of the employee (for other than scheduled family leave) shall not result in payment of overtime in accordance with paragraph B for a period of 72 hours, provided replacement procedures have been instituted by the Company. The 72 hour period will be extended accordingly if the Union is unable to provide a replacement within the 72 hour period.

Section 8. Going Ashore

- A. When vessels are in port, Engineers not on watch or performing other duties as required by the Chief Engineer shall be permitted to go ashore, except when fire or boat drills are called, or other Government regulations prohibit.
- B. Any Engineer who misses the vessel due to unforeseen circumstances shall be permitted to reattach to the vessel at the next port-of-call. No transportation, wages or subsistence shall be paid to any Engineer during the interval of time in which the Engineer is attempting to reattach to the vessel.

It is the Engineer's duty and responsibility to return to the vessel from shore leave in plenty of time to stand watch or perform required duties. The Company shall, therefore, have the right to discipline any Engineer, to the extent of discharge, should the Engineer frequently miss the vessel throughout any one (1) navigation season without sufficient cause.

If the Engineer has fully complied with the responsibilities in the foregoing paragraph and can clearly prove that the vessel was missed due to misinformation about the departure time which was received from a designated Company source, the Engineer shall, upon receiving the approval of the Master, be compensated for each lost day's wage at the appropriate daily wage rate, and be reimbursed under the provisions of Article XII, after reattaching to the vessel.

- C. The Company has no objection to a qualified Engineer standing

the watch of another Engineer with permission of the Chief Engineer, and in which case the qualified Engineer shall be paid for the time actually worked in accordance with the applicable provisions of Section 9 of this Article. It is understood that the Engineer who does not stand regular watch will not receive any compensation for the time the relief works. Permission of the Chief Engineer will not be arbitrarily withheld.

- D. When a vessel is in port, a day-working Engineer shall be allowed to go ashore when permission is given by the Chief Engineer. Permission of the Chief Engineer shall not be arbitrarily withheld. The Engineer going ashore will be required to work the regular eight (8) hours on such day and the Company shall not be required to pay overtime to such Engineer as a result of completing the regular eight (8) hour workday.

Section 9. Overtime

An Engineer shall be paid at the rate of one and one-half (1-1/2) times the regular hourly rate as specified in Article VII, Section 1-C, for all time worked:

- A. In excess of eight (8) hours in a workday; or
- B. In excess of forty (40) hours in a workweek, exclusive of hours worked over eight (8) hours in a workday for which overtime is paid, it being understood that when one (1) of the holidays specified in Section 1 of Article IX of this Agreement occurs on one (1) of the first five (5) days of the workweek, only eight (8) hours of such day, whether worked or not, shall be counted in determining the hours worked by the Engineer in excess of forty (40) hours in such workweek.
- C. During the period between 5:00 p.m. and 8:00 a.m. (whether or not in excess of eight (8) hours per workday):
1. During fitout and layup (excluding Night Security and Safety Watches).
 2. At any time when watches are broken.
 3. For nonwatchstanders (excluding Chief Engineer and split time engineer).
- D. The following special conditions for overtime payment shall apply:

1. Overtime shall not in any case be worked without prior authorization of the Chief Engineer or person acting by that authority.
2. Overtime shall commence at the time an Engineer shall be called to report for work, provided such Engineer reports for duty within fifteen (15) minutes, otherwise overtime shall commence at the actual time such Engineer reports for duty.
3. Whenever time is worked which calls for the payment of overtime, overtime will be allowed for the first hour whether the first hour be fully worked or not. Time worked thereafter, which involves overtime, will be paid for in half-hour periods; a fraction of such period to count as a half-hour.
4. Overtime payment shall not be duplicated for the same hours worked and to the extent that hours are compensated for on overtime rates under one provision, they shall not be counted as hours worked in determining overtime under the same or any other provision, except as expressly provided in paragraph B of this Section.
5. When overtime is worked, the Engineer shall sign, in triplicate, a time sheet as soon as possible after the completion of such work, which sheet shall also be countersigned by the Chief Engineer or person acting by that authority who authorized the work. One copy of such sheet shall be given to the Master, one copy will be retained by the Chief Engineer and the third copy will be retained by the Engineer who performs the work. If the overtime is disapproved, reasons for same will be so noted.
6. If an Engineer is required to work, except as defined in Section 28 of this Article, sixteen (16) consecutive hours, a rest period of at least four (4) hours shall be granted. If such rest period is not granted, double time will be paid for all consecutive hours worked in excess of sixteen (16).
7. An Engineer who is off duty and is directed to remain on or near the vessel for a period of less than one (1) hour in order to be available for fueling, receiving supplies or performing necessary repair work, shall be paid for such hour as though such time had been spent in actual work, as a maximum payment.

8. An Engineer shall be paid time and one-half (1 ½) for all time spent in mandatory training off watch or in excess of eight working hours.

- E. There is to be no change without mutual consent between the Company and the Union as to the requirements to be imposed upon the Chief Engineer with respect to the performance of normal duties in accordance with past practices. The Chief Engineer under normal conditions shall not work with tools.
- F. During fitout and layup an Engineer may elect not to work overtime as directed which is either in excess of three (3) hours in a workday or in excess of fifteen (15) hours in a workweek.

Section 10. Work Assignments

Overtime will be paid when the following work is required to be performed, and is actually performed, by an Engineer:

- A. Working inside boilers and inside tanks.
- B. Working below floor plates.
- C. Cleaning feed water heater coils or evaporators.
- D. Work by watchstanding Engineers outside of engine and boiler spaces and steering engine space. When such work is to be performed by an Engineer on watch, such Engineer shall be properly relieved by another Assistant Engineer.
- E. Work which requires an Engineer to disassemble sewage treatment plant parts having a surface area in contact with untreated sewage. This does not include any plumbing fixtures or line connected to the treatment plant unless such payment is required by Part D of this Section, nor does it include the routine maintenance, lubrication, chemical addition and operation of the treatment plant.

Section 11. Unlicensed Work

Engineers shall not be required to perform the work of unlicensed personnel (including the actual cleaning of grease extractors and filter boxes and the actual carrying of stores and blowing flues by hand), without the payment of overtime except in the case of "Emergencies" as provided for in Section 28 of this Article. Engineers shall not be required to perform unlicensed work except in the case of emergencies.

MATES

Section 12. Workweek

The workweek shall be from 12:01 a.m. Monday until midnight of the following Sunday.

Section 13. Workday

- A. The workday shall be the calendar day.
- B. The normal daily hours of work during the navigation season shall be eight (8) hours within the workday.
- C. The normal daily hours of work for all Mates shall be eight (8) hours between 7:30 a.m. and 5:00 p.m.:
 - 1. During fitout and layup (excluding Night Security and Safety Watches).
 - 2. At any time when watches are broken.

Section 14. Watches

- A. When watches are required, the three-watch system of four (4) hours on and eight (8) hours off shall be maintained, for the performance of work incident to the operation and maintenance of the vessel, except that such watches need not be maintained when the vessel is in port for any reason other than loading or unloading if, in the judgment of the Master, it shall not be necessary to do so for the navigation, operation, safety and sanitation of the vessel.
- B. Such watch system shall be maintained with the following exceptions:
 - 1. While the vessel is navigating, relief for meals shall be carried on in accordance with the present practice and no additional compensation shall be paid to the Mates while performing such relief. During such period of relief, the relieving Mate will be required to perform only that work which is essential to the operation of the vessel.
 - 2. While the vessel is in port, and after the vessel is secured, a Mate on watch during a scheduled meal hour will be permitted to obtain a meal while on watch without calling out a Mate off watch for such

relief.

- C. The setting of watches at the end of fitout and the breaking of watches at the beginning of layup shall be effective simultaneously as to each Mate aboard a particular vessel.

Section 15. Availability of Work

- A. While a vessel is in operation, the employees thereon shall be given an opportunity to work eight (8) hours of each full workday. Only that work which is necessary to the operation and the navigation of the vessel shall be performed on Sundays and the specific holidays of Christmas day and Thanksgiving day.
- B. During fitout and layup each Mate shall be assigned eight (8) hours per day of work and be paid for the same provided such hours are actually worked.
- C. During fitout and layup, on weekends or holidays, Mates, with the consent of the Master, shall be permitted to go ashore. The consent of the Master shall not be arbitrarily withheld. It is understood that the Mate will not receive any compensation for such time off the vessel during any weekend.

Section 16. Sailing Shorthanded

When, upon the commencement of or during any voyage of a vessel:

If a shortage occurs in a Mate's position, the Master shall:

1. Fill the vacancy by upgrading the remaining Mates, provided they are properly licensed, and
2. Direct other Mates to stand six (6) hour watches to cover the hours normally worked by such absent Mate.

Section 17. Going Ashore

- A. When vessels are in port, Mates not on watch or performing other duties as required by the Master shall be permitted to go ashore, except when fire or boat drills are called, or other Government regulations prohibit.
- B. Any Mate who misses the vessel due to unforeseen circumstances shall be permitted to reattach to the vessel at the next port-of-call. No transportation, wages or subsistence shall be

paid to any Mate during the interval of time in which the Mate is attempting to reattach to the vessel.

It is the Mate's duty and responsibility to return to the vessel from shore leave in plenty of time to stand watch or perform required duties. The Company shall, therefore, have the right to discipline any Mate, to the extent of discharge should the Mate frequently miss the vessel throughout any one (1) navigation season without sufficient cause.

If the Mate has fully complied with the responsibilities in the foregoing paragraph and can clearly prove that the vessel was missed due to misinformation about the departure time which was received from a designated Company source, the Mate shall, upon receiving the approval of the Master, be compensated for each lost day's wage at the appropriate daily wage rate, and be reimbursed under the provisions of Article XII, after reattaching to the vessel.

- C. The Company has no objection to a qualified Mate standing the watch of another Mate with permission of the Master, and which case the qualified Mate shall be paid for the time actually worked in accordance with the applicable provisions of Section 18 of this Article. It is understood that the Mate who does not stand regular watch will not receive any compensation for the time the relief works. Permission of the Master will not be arbitrarily withheld.

Section 18. Overtime

A Mate shall be paid at the rate of one and one-half (1-1/2) times the regular hourly rate as specified in Article VII, Section 1-C, for all time worked:

- A. In excess of eight (8) hours in a workday; or
- B. In excess of forty (40) hours in a workweek, exclusive of hours worked over eight (8) hours in a workday for which overtime is paid, it being understood that when one (1) of the holidays specified in Section 1 of Article IX of this Agreement occurs on one (1) of the first five (5) days of the workweek, only eight (8) hours of such day, whether worked or not, shall be counted in determining the hours worked by the Mate in excess of forty (40) hours in such workweek.
- C. During the period between 5:00 p.m. and 8:00 a.m. (whether or not in excess of eight (8) hours per workday):
 - 1. During fitout and layup (excluding safety watches).

2. At any time when watches are broken.
- D. The following special conditions for overtime payment shall apply:
1. Overtime shall not in any case be worked without prior authorization of the Master or person acting by that authority.
 2. Overtime shall commence at the time a Mate shall be called to report for work, provided such Mate reports for duty within fifteen (15) minutes; otherwise overtime shall commence at the actual time such Mate reports for duty.
 3. Whenever time is worked which calls for the payment of overtime, overtime will be allowed for the first hour whether the first hour be fully worked or not. Time worked thereafter, which involves overtime, will be paid for in half-hour periods; a fraction of such period to count as a half-hour.
 4. Overtime payment shall not be duplicated for the same hours worked (except as provided for in Section 19 of this Article) and to the extent that hours are compensated for on overtime rates under one provision they shall not be counted as hours worked in determining overtime under the same or any other provision, except as expressly provided in paragraph B of this Section.
 5. When overtime is worked, the Mate shall sign, in triplicate, a time sheet as soon as possible after the completion of such work, which sheet shall also be countersigned by the Master or person acting by that authority who authorized the work. Two copies of such sheet shall be given to the Master and the remaining copy shall be retained by the Mate who performs the work. If the overtime is disapproved, reasons for same will be so noted.
 6. If a Mate is required to work, except as defined in Section 28 of this Article, sixteen (16) consecutive hours, a rest period of at least four (4) hours shall be granted. If such rest period is not granted, double time will be paid for all consecutive hours worked in excess of sixteen (16).
 7. A Mate who is off duty and is directed to remain on or

near the vessel for a period of less than one (1) hour in order to be available for fueling, receiving supplies or performing necessary repair work, shall be paid for such hour as though such time had been spent in actual work, as a maximum payment.

8. A Mate shall be paid time and one-half (1 ½) for all time spent in mandatory training off watch or in excess of eight working hours.

E. During fitout and layup a Mate may elect not to work overtime as directed which is either in excess of three (3) hours in a workday or in excess of fifteen (15) hours in a workweek.

Section 19. Work Assignments

An additional one-half (1/2) hour of the straight-time hourly rate will be paid for each hour when the following work is required to be performed, and is actually performed by a Mate:

Inspection or work by a Mate which requires going into side tanks and water bottoms.

Section 20. Unlicensed Work

Mates shall not be required to perform the work of unlicensed personnel during fitout or layup, including handling of stages or paint and painting overside or aloft and handling supplies without the payment of overtime except in the case of "Emergencies" as provided for in Section 28 of this Article. Mates shall not be required to perform unlicensed work except in the case of emergencies.

STEWARDS

Section 21. Workweek

The workweek shall be from 12:01 a.m. Monday until midnight of the following Sunday.

Section 22. Workday

- A. The workday shall be the calendar day.
- B. The normal daily hours of work during the navigation season shall be eight (8) hours within a spread of twelve (12) hours each day, such twelve-hour period to be determined by the Master.

Section 23. Availability of Work

While a vessel is in operation, the Stewards thereon shall be given an opportunity to work eight (8) hours each full workday.

Section 24. Going Ashore

- A. When vessels are in port and the Steward is not required to be aboard to prepare meals, the Steward shall be permitted to go ashore, except when fire or boat drills are called, or other Government regulations prohibit.
- B. Any Steward who misses the vessel due to unforeseen circumstances shall be permitted to reattach to the vessel at the next port-of-call. No transportation, wages or subsistence shall be paid to any Steward during the interval of time in which the Steward is attempting to reattach to the vessel.

It is the Steward's duty and responsibility to return to the vessel from shore leave in plenty of time to perform required duties. The Company shall, therefore, have the right to discipline any Steward to the extent of discharge, should the Steward frequently miss the vessel throughout any one (1) navigation season without sufficient cause.

If the Steward has fully complied with the responsibilities in the foregoing paragraph and can clearly prove that the vessel was missed due to misinformation about the departure time which was received from a designated Company source, the Steward shall, upon receiving the approval of the Master, be compensated for each lost day's wage at the appropriate daily wage rate, and be reimbursed under the provisions of Article XII, after reattaching to the vessel.

Section 25. Overtime

A Steward shall be paid at the rate of one and one-half (1-1/2) times the regular hourly rate as specified in Article VII, Section 1-C, for all time worked:

- A. In excess of eight (8) hours in a workday, or
- B. In excess of forty (40) hours in a workweek, exclusive of hours worked over eight (8) hours in a workday for which overtime is paid, it being understood that when one (1) of the holidays specified in Section 1 of Article IX of this Agreement occurs on one (1) of the first five (5) days of the workweek, only eight (8) hours of such day, whether worked or

not, shall be counted in determining the hours worked by the Steward in excess of forty (40) hours in such workweek.

C. The following special conditions for overtime payment shall apply:

1. Overtime shall not in any case be worked without prior authorization of the Master or person acting by that authority.
2. Overtime shall commence at the time a Steward shall be called to report for work, provided such Steward reports for duty within fifteen (15) minutes, otherwise overtime shall commence at the actual time such Steward reports for duty.
3. Whenever time is worked which calls for the payment of overtime, overtime will be allowed for the first hour whether the first hour be fully worked or not. Time worked thereafter, which involves overtime, will be paid for in half-hour periods; a fraction of such period to count as a half-hour.
4. Overtime payment shall not be duplicated for the same hours worked and to the extent that hours are compensated for on overtime rates under one provision, they shall not be counted as hours worked in determining overtime under the same or any other provision, except as expressly provided in paragraph B of this Section.
5. When overtime is worked, the Steward shall sign, in triplicate, a time sheet as soon as possible after the completion of such work, which sheet shall also be countersigned by the Master or person acting by that authority who authorized the work. Two copies of such sheet shall be given to the Master and one copy will be retained by the Steward who performs the work. If the overtime is disapproved, reasons for same will be so noted.
6. Overtime shall be paid in accordance with the following schedule for meals served to casual guests in port:

10-19 guests per month	1 hour
20-29 guests per month	2 hours

etc. [one (1) hour overtime for each additional ten (10) guest per month, as above.] Overtime compensation paid under this paragraph is subject to the nonduplication

provisions of paragraph 4 above.

7. A Steward who is off duty and is directed to remain on or near the vessel for a period of less than one hour shall be paid for such hour as though such time had been spent in actual work, as maximum payment.
8. A Steward shall be paid time and one-half (1 ½) for all time spent in mandatory training off watch or in excess of eight working hours.

Section 26. Sailing Shorthanded

When, upon the commencement of or during any voyage of a vessel, there is a shortage of personnel supervised by the Steward for two (2) or more meals during a Steward's twelve (12) hour spread of work, the Steward will receive a minimum of overtime compensation as follows:

Shortage of one (1) person in
three (3) person galley -- two (2) hours

Shortage of two (2) persons in three (3)
person galley -- four (4) hours

Overtime compensation paid under this provision is subject to the nonduplication provisions of Section 25-C-4 above.

In addition, the Company agrees that there will be no reduction of the Bargaining Unit Galley employees during fitout and layup.

Section 27. Unlicensed Work

Stewards shall not be required to perform the work of unlicensed personnel, including cleaning of rooms, changing of linen, or delivery of stores to the galley, except in the case of "Sailing Shorthanded" as referred to in Section 26 and "Emergencies" as provided for in Section 28 of this Article

(End of Steward's Special Provisions)

Section 28. Emergencies

Any work necessary for the safety of the vessel, passengers, crew or cargo, or for the saving of other vessels in jeopardy and the lives thereon, shall be performed at any time and such work shall not be considered overtime.

Nothing contained herein shall in any way jeopardize or take away any salvage rights of the Officers under the law.

Section 29. Drills

Lifeboat and other emergency drills shall be held on any day between the hours of 8:00 a.m. and 6:00 p.m. in which case no extra wages or overtime shall be paid for work performed in connection with such drills. All drills held outside these hours, except when so required by a government agency, shall be classified as overtime and paid for at the overtime rate. Said drills shall not be ordered by Masters on Sunday or holidays, unless it is necessary to comply with the law.

Section 30. Coffee Time

A fifteen (15) minute coffee period shall be allowed each nonwatchstanding Engineer or Mate each morning and afternoon. This period shall in no way interfere with the operation of the vessel, and shall not require the payment of extra wages or overtime by the Company. Coffee is to be available to all other Engineers or Mates except for a period of one (1) hour before and after meal hours and when it does not conflict with the preparation and serving of meals by the Steward's Department.

Section 31. Allowance for Jury or Witness Service

An Officer who is called for jury service or subpoenaed as witness shall be excused from work for the days on which the Officer serves. Service, as used herein, includes required reporting for jury or witness duty when summoned, whether or not used. Such Officer shall receive, for each such day of service on which the Officer otherwise would have worked, the difference between the payment received for such service in excess of \$5.00 and the amount calculated by the Company in accordance with the following formula: such pay shall be based on the number of days such Officer would have worked had the Officer not been performing such service (plus any holiday in such period which the Officer would not have worked) and the pay for each such day shall be the daily wage rate as set forth in Section 1 of Article VII, for the rating held at the time of detachment. The Officer will present proof of serving or reporting as a juror or being subpoenaed and reporting as a witness, and the amount of pay, if any received therefor.

Section 32. Dirty Work

When work is actually performed by an Engineer or Mate in bilges, water bottoms, inside boilers or cleaning galley fans, such

Engineer or Mate shall be allowed fifteen (15) minutes before an intervening mealtime to wash up.

ARTICLE IX - HOLIDAYS

Section 1. Holidays Observed

The following days shall be considered holidays:

New Year's Day
Lincoln's Birthday
Good Friday
Memorial Day
Flag Day (June 14)
Independence Day
Great Lakes Maritime Day (August 12)
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

When any such holiday falls on Saturday or Sunday, it shall be observed on the following Monday.

Section 2. Pay for Holidays Worked

An Officer, except Chief Engineers, shall be paid at the rate of two and one-half (2-1/2) times the regular hourly rate for all hours worked by the Officer on any holiday listed in Section 1 of this Article.

Section 3. Pay for Holidays Not Worked

When an Officer who is eligible for holiday compensation shall be directed by the Chief Engineer or Master not to work on any of the holidays listed in Section 1 above, such Officer shall be paid for such holiday eight (8) times the appropriate regular straight-time hourly rate. As used in this Section, an eligible Officer is one who is on Articles on the day on which the holiday is observed. If said Officer refuses to work when ordered, the Officer forfeits all pay for that day unless incapacitated by illness or injury.

ARTICLE X - FAMILY LEAVE PLAN

Section 1. Purpose

The purpose of this Family Leave Plan is to provide eligible

Officers periodic, guaranteed paid time off the vessel during the sailing season.

Section 2. Eligibility

Officers shall earn leave days at the rate of thirty (30) days of leave for each sixty (60) days of work aboard the vessel.

Days of absence from the vessel due to illness, injury or other approved leave of absence shall not be counted as leave days under this Plan; however, no leave days shall be earned on such days.

Section 3. Work in Lieu of Leave

During each season Officers will be required to schedule and take as time off at least two family leave periods each sailing season.

However, voluntary waivers may be permitted in the event that such does not prevent the employment of a qualified relief Officer on the Company's seniority list.

Section 4. Scheduling of Family Leave

- A. By February 1 of each year, each Officer, then in the employ of the Company, will notify the Company on a form to be provided by the Company whether the Officer elects to waive any of the leave period to which the Officer may become entitled to receive during the following season and for which waiver is allowed under the provisions of Section 3 above. An Officer may later change this election only if the Company agrees to such change.
- B. As soon as practicable after all permanent Officers have reported to a vessel at fitout, a leave schedule for the Officers will be developed in accordance with the following:
 - 1. Officer leaves will be scheduled by the Company at the time most desired by Officers by granting preference in accordance with length of Company continuous service, applied on either a fleet-wide basis or on a ship-by-ship basis, but not both, as determined by the Company.
 - 2. Officer leave periods will be scheduled throughout the sailing season beginning no later than thirty (30) days following initial reporting for fitout, so as to eliminate peaking of leave periods. However, the second family leave period shall be scheduled to begin no later

than December 1 of each year.

3. Officer leave periods shall be scheduled so that the number of days taken off the vessel will be as near as practicable to thirty (30) days' duration and work periods aboard the vessel will be as near as practicable to sixty (60) days' duration, taking into account trip lengths and ports-of-call.
4. If necessary, to start the leave schedule at the beginning of the season, the junior Officer(s) in terms of Company continuous service may be scheduled by the Company on leave after their initial thirty (30) days of work.
5. Officers shall not be required to work more than sixty (60) days without an opportunity to take or waive time off the vessel, unless scheduled paid leave must be delayed as a result of an unforeseen emergency beyond the control of the Company. In the event of such an emergency, no Officer shall be refused permission to leave the vessel for scheduled leave for more than seven (7) days after the originally scheduled departure date.

Section 5.

The guaranteed right to take scheduled time off the vessel on Family Leave is recognized as the essence of the Family Leave Plan, however, the parties agree that it is a fundamental responsibility of the Officers to sail the vessel. Thus, this provision may be suspended by mutual agreement of the parties in the event the Officer's absence results in the ship being unable to sail due to a certificated shortage as defined by the U.S. Coast Guard.

Section 6. Promotions

Promotions necessary to accomplish paid leave scheduling shall be considered temporary and each vessel may be considered a seniority unit for the purpose of this Plan.

Section 7. Cancellation

Any Officer who is away from the vessel for at least sixty (60) days between layup and the following fitout shall have all accumulated leave days canceled. Such cancellation of leave days shall not affect any payment for accumulated leave days which are due the Officer from the American Maritime Officers Vacation Plan.

Section 8. Transportation Allowances

- A. As promptly as practicable after an eligible Officer returns to a vessel following a Family Leave, the Officer shall be reimbursed for full transportation expenses incurred subject to the terms set forth in paragraph B below.
- B. All transportation reimbursement shall be subject to the reimbursement provisions set forth in Section 4 of Article XII of this Agreement.
- C. An eligible Officer under these provisions is one who is a permanent employee. Transportation allowances paid under these provisions are payable only to permanent Officers.

Section 9.

The parties recognize the many complexities involved in inaugurating the above-described Family Leave Plan and will cooperate fully in resolving problems which may arise in its implementation. Should such problems occur, they will be discussed fully by the parties prior to resorting to the grievance procedure.

ARTICLE XI - LIVING CONDITIONS

Section 1. Quarters

- A. The Company will provide adequate and properly heated and ventilated quarters with sufficient number of electric fans to secure ventilation.
- B. The Company will make reasonable efforts to make the living quarters on each vessel ready for occupancy during fitout and before the vessel makes its first trip.
- C. The Company will make reasonable efforts to provide each Officer with a separate room, toilet and shower whenever possible to do so without any major cost and will endeavor to advance its present program to provide such quarters to all Officers. If a major overhaul, repowering of a vessel, or new construction takes place, the Company will make provision for each Officer on such vessel to have a separate room.
- D. The following minimum standards for new construction will be adhered to during the terms of this Agreement:
 - 1. Officer's quarters will each:
 - (a) be for one officer only and have a ceiling.

- (b) have its own built-in bath and closet.
 - (c) consist of a minimum of 144 sq. ft. of floor space excluding the bath.
 - (d) have thermostatically controlled heating and air conditioning.
 - (e) be equipped with a humidifier.
 - (f) be furnished with a double bed with bed light, a desk with desk light, a desk chair and a recliner-type easy chair.
 - (g) meet U.S.C.G. noise level standards.
 - (h) have radio and television antenna jacks from an antenna and amplifying system.
 - (i) be equipped with a ship's telephone or intercom.
 - (j) The Company will provide satellite television service to each Officer's room, including receiver, if necessary. The Company will pay \$150.00 per month to each vessel to defray the cost of the officers' portion of satellite programming.
2. Each such vessel will have an officer's lounge with a color television set, a ship's telephone or intercom, a card table with chairs, a couch and two easy chairs as minimum furnishings.
3. On such vessels with all quarters aft a service/passenger elevator will be installed with access to as many decks as practical.

Section 2. Linen

Clean bed linen shall be provided not less than once each week. Face and bath towels shall be provided and changed twice weekly.

Section 3. Meal Hours

Meals shall be served during the following hours:

Breakfast 7:30 a.m. to 8:30 a.m.

Dinner	11:30 a.m. to 12:30 p.m.
Supper	5:00 p.m. to 6:00 p.m.

These hours may be varied not to exceed one (1) hour either way. Night lunch will be provided for Officers coming on and going off watch. There shall be no contract feeding.

Section 4. Miscellaneous Items

- A. Each vessel covered by this Agreement will be provided with at least one (1) television set.
- B. Uniforms, if required, will be furnished by the Company.
- C. With the approval of the Master and Chief Engineer, Officers are authorized to bring personal television sets aboard. Such approval will not be arbitrarily withheld by the Master or Chief Engineer.
- D. The Company will make every reasonable effort, wherever possible, to arrange convenient telephone service aboard the vessels at fitout and layup.
- E. In the event of an emergency, an Officer may use the ship's phones, with the permission of the vessel Master or Chief Engineer. Such permission will not be unreasonably withheld.
- F. Furniture in good condition, including an easy chair where space is available, will be provided and/or maintained by the Company in Officers' quarters.
- G. The Company shall provide ice machines on all vessels where space and power are available. If the ice machine is not accessible outside of the galley's normal hours, ice will be made available through the night locker or other suitable arrangement.
- H. Where space permits, each vessel shall be equipped with three pieces of modern exercise equipment.

ARTICLE XII - TRANSPORTATION

Section 1. Fitout

- A. Officers who are notified by the Company to attach from out-of-town and attach according to instructions received from the Company's office, shall be paid transportation to the vessel

by the most direct route from the place where the post office is located covering their residence as hereinafter provided.

- B. Fitout transportation will be paid before the vessel ends its fitout and sails.

Section 2. Layup

- A. Officers who complete their layup duties shall be entitled to return transportation by the most direct route to the place where the post office is located covering their residence as hereinafter provided.
- B. Officers who join the vessel on a trip from the last port-of-call to the layup port shall be entitled to transportation by the most direct route back to the port of shipment, or to the place where the post office is located covering their residence, whichever is closer.
- C. Layup transportation will be paid on the vessel at the end of the layup.
- D. When a vessel lays up after having been fitted out, Officers will receive transportation as hereinafter provided by the most direct route to the place where the post office is located covering their residence, when such layup has not been caused by the direct action of the Officer or by national, local or staff officials of the Union.

Section 3. Other Transportation

- A. Officers on layoff or who are newly hired to fill a vacancy on a vessel in operation and who attach and do not quit or are not discharged for cause within thirty (30) days thereafter shall be paid transportation to the vessel by the most direct route from the place where the post office is located covering their residence as hereinafter provided. Any such Officer whose employment is terminated before the completion of layup for reason of layoff only shall be paid transportation from the point of discharge to the aforementioned residence.
- B. Officers who are laid off from a vessel temporarily withdrawn from normal service and who report back on recall shall at the time of reporting back be reimbursed for transportation from the vessel and back to the vessel. Such reimbursement shall be determined in accordance with Section 4 of this Article. No transportation shall be paid when withdrawal of the vessel from service has been caused by the direct action of the Officer, or the Union.

Section 4. Amount of Transportation Reimbursement

Officers incurring reasonable transportation expenses, including hotel and meals, which are required to be paid in accordance with the provisions of this Agreement shall be reimbursed for the actual amount of such expense, subject to the following:

A. Personal Car

1. Officers using a personal car for such transportation shall be reimbursed at the current Internal Revenue Service Mileage Reimbursement Rate then in effect, for travel by the most direct route as indicated by the Household Mover's Guide, from the place where the post office is located covering the residence of the qualifying Officer to the municipality where the vessel is moored. Personal car reimbursement shall not exceed 1,500 miles.

B. Vouchered Transportation

1. Officers using a taxi or private limousine for any portion of such transportation shall be reimbursed for the actual expense incurred. It shall be the responsibility of the Officer to utilize the most economically practical form of available surface transportation to qualify for this payment, provided however, that extraordinary taxi, limousine and other local travel expenses may be paid with the prior approval of the Company personnel office.
2. With respect to air fare, reimbursement shall be paid for coach fare or applicable discount air fare, whichever is lower, and it shall be the responsibility of the Officer to select the lowest applicable fare.
3. In order to receive any reimbursement under the provisions of this Paragraph B, the Officer must, in each case, submit receipts for the actual expenses incurred to the Master or to the Company Office as appropriate.

C. Other Eligibility Provisions

1. To be eligible for reimbursement under paragraph A

above, the Officer may be required to present to the Company proof of residence (driver's license preferred) and proof of travel (gas receipts, restaurant or motel receipts), if travel claimed exceeds 300 miles.

2. All claims for reimbursement of travel expense must be submitted to the Company within fifteen (15) days from the date of fitout, return to the ship from Family Leave, or at the end of layup, as applicable.
3. In applying the provisions of this Section, employees will not be required to relieve at Sault Ste. Marie, Michigan.

ARTICLE XIII - MISCELLANEOUS

Section 1. Shipwreck

- A. The Company agrees to assume responsibility for the loss of personal belongings and clothes of Officers due to shipwreck to the extent of the actual loss of each such Officer, but in no event to exceed more than two thousand dollars (\$2,000.00) for any Officer.
- B. An Officer who is laid off by reason of shipwreck will be entitled to transportation in accordance with Article XII, Section 4 of this Agreement.

Section 2. Trips for Families of Officers

Trips for Officers' families shall be continued in accordance with the existing practice, as set forth in the memorandum exchanged between the Company and the Union. Officers shall be advised of the contents of such memorandum.

Section 3. Licensing and Documentation

Upon presentation of appropriate receipts, permanent employees of the Company shall be reimbursed for all licensing and documentation fees by the Company.

Section 4. Coveralls and Galley Whites

Engineers and Mates having two or more years of service as of the end of fitout of the vessel to which assigned in a season will be furnished with three pairs of coveralls (or in lieu of two pairs of such coveralls, one pair of insulated coveralls) once each season. Stewards having two or more years of continuous service as

of the end of fitout of the vessel to which assigned in a season will be furnished with four pairs of white trousers and four white shirts once each season during the term of this Agreement.

The Company will provide and maintain aprons which shall be made available to Stewards as needed.

Engineers and Mates who, as of the end of fitout of the vessel to which assigned in any season, have less than two years of service may purchase two pairs of coveralls each season during the term of this Agreement. Stewards, who as of the end of fitout of the vessel to which assigned in any season have less than two years of service may purchase three pairs of white trousers and three white shirts. However, after such Officers have served aboard one of the Company's vessels for a period of 90 days from the date of purchase, the Officer will be reimbursed for the amount paid for such coveralls or galley whites.

The Company will make additional coveralls or galley whites available to the Engineers, Mates or Stewards subject to payment therefor by such Officers.

Coveralls or galley whites provided for under this Section will be furnished upon request of the Officer and in accordance with procedures and cost limitations established by the Company. The Company will notify the Union of the procedures applicable in the administration of this Section. The white trousers and shirts provided above for Stewards shall be laundered without cost to the Stewards.

The Company will provide raingear for all Mates. The Company will provide and maintain as part of each ship's gear, two (2) rubber trousers and jackets which shall be made available to the Engineers as needed.

Section 5.

The Company will make every effort to arrange for Officers to transport their gear alongside the vessel when attaching at fitout and detaching at the end of layup.

Section 6.

Employees will be paid at their straight-time rate of pay, excluding contributions, for each day spent in attendance at Company-mandated schools.

Section 7. Vessel Delay

During the navigation season, an Employee who is not in pay status under any other provision of the Agreement, and who satisfies both of the following conditions, shall receive a day's wages at straight-time for each day that the vessel is delayed, as a vessel delay stipend, provided:

- A. The Employee reports to attach to a vessel as specifically directed by the Company, and
- B. The vessel is delayed by at least twenty-four (24) hours, causing the Employee to wait to attach.

Reimbursement of necessary and reasonable travel expenses, including hotel and meals, while waiting to attach to the vessel shall be paid in accordance with Article XII, Section 4. of the Agreement.

ARTICLE XIV - CONTINUITY OF SERVICE; SENIORITY AND EMPLOYMENT

Section 1. Definitions of Continuous Service

- A. Continuous service shall be determined, subject to limitations hereinafter contained, from the Officer's last date of hire by the Company.

Subject to Section 3 of this Article, continuous service of an Officer for the purpose of this Article begins on the date the Officer first reports for work aboard a Company vessel, or the first such date following a break in continuous service. Continuous service is broken as defined in Section 1 of this Article.

- B. There shall be no deduction for any time lost which does not constitute a break in continuity of service except as provided in paragraph D of this Section. No service prior to a break in continuity of service shall be used in the calculation of continuous service.
- C. Continuous service is broken, in the manner set forth in paragraph D of this Section, and by:
 - 1. Voluntarily quitting the service.
 - 2. Termination due to discharge for cause.
 - 3. Failure of an Officer to report for work at the termination of a leave of absence or an extension thereof.

4. Failure of an Officer on layoff to report to the vessel on the date specified subject to the provisions of Section 5C of this Article, provided at least fifteen (15) days' notice is given to the last address supplied by such Officer, to the Company.
 5. Absence due to sickness, if an Officer does not submit a status report every thirty (30) days to the Great Lakes Fleet Operations Office or have a satisfactory excuse for not doing so. Officers will be specifically informed of this obligation prior to termination by the Company.
 6. Termination in accordance with Article XVI -- Severance Allowance.
 7. Absence in excess of the period during which continuous service can accumulate under paragraph D of this Section or failure to give written notice required by said paragraph D.
- D. Subject to the provisions of paragraph E of this Section, if an Officer shall be absent because of layoff or physical disability, the Officer shall continue to accumulate continuous service during such absence for two (2) years, and for an additional period equal to (i) three (3) years, or (ii) the excess, if any, of the Officer's length of continuous service at commencement of such absence over two (2) years, whichever is less. Any accumulation in excess of two (2) years during such absence shall be counted, however, only for the purpose of seniority under this Article, including local agreements thereunder, and shall not be counted for any other purpose under this or any other agreement between the Company and the Union. In order to avoid a break in service after an absence of two (2) years, the Officer must give the Company annual written notice of intention to return to employment when called, if the Company at least thirty (30) days prior thereto has mailed the Officer a notice at the most recent address furnished by such Officer to the Company that such notice must be filed.
- E. Any Officer injured while on duty shall accumulate credit for continuous service if such Officer returns to work as soon as physically able to do so.

Section 2. Seniority Lists

- A. Established seniority lists for Engineers shall consist of

five (5) parts in accordance with ratings, i.e. Chief Engineer, First Assistant Engineers, Second Assistant Engineers, Third Assistant Engineers and Relief Engineers. The Relief Engineer Listing will consist of a maximum of twenty-five percent (25%) of the number of permanent Engineer berths for those ships in operation.

- B. Established seniority lists for Mates shall consist of four (4) parts in accordance with ratings, i.e., First Mates, Second Mates, Third Mates and Relief Mates. The Relief Mate Listing will consist of a maximum of twenty-five percent (25%) of the number of permanent mate berths for those ships in operation.
- C. Established seniority lists for Stewards shall consist of two (2) parts including Stewards and Relief Stewards. The Relief Steward Listing will consist of a maximum of twenty-five percent (25%) of the number of permanent Steward berths for those ships in operation.
- D. The position of each Officer in each list will be determined by the Officer's length of service in that particular rating.
- E. When vacancies occur, the Officer's progression from one rating list to the next higher shall be from the top of the Officer's immediate list to the bottom of the next higher rating list.
- F. Promotions to fill temporary vacancies may be made in such a manner as to avoid transferring Officers from one vessel to another; however, when the Company determines that such "out-of-line" promotion is likely to continue for more than 21 days, it will consult with the Union to determine whether to fill the vacancy by promotion on the basis of seniority standing among all Officers covered by this Agreement.
- G. Where possible, consistent with seniority factors in this Article XIV, former Pittsburgh Fleet Officers shall be assigned to former Pittsburgh Fleet vessels and former Bradley Fleet Officers shall be assigned to former Bradley Fleet vessels.

The Company shall provide the Union a current vessel assignment list and seniority list at fitout, June 15 and November 15 of each year. Each officer will be notified directly of individual standing or position number in the appropriate rating list. All Officers who receive their first licensed assignment with the Company during the same fitout shall have their relative position on the list determined in

accordance with their relative continuous service with the Company. Copies of each list will be furnished the Union at those times. Complaints pertaining to position number on such list shall be confined exclusively to the last established list and such complaints must be presented within thirty (30) days from the date of notification of position number, otherwise such list will be considered correct and final.

Section 3. Probationary Period

All newly hired Officers assigned to a permanent position will be regarded as probationary employees for the first sixty (60) days of their employment and will receive no continuous service credit during such period. During this period of probationary employment, Officers may be laid off or discharged as exclusively determined by the Management providing that such layoff or discharge shall not be made for the purpose of discriminating against an Officer because of membership in the Union or because the Officer was referred by the Union. After sixty (60) days of probationary employment the Officer shall receive continuous service credit from the Officer's hiring date.

Section 4. Manning of Vessels

- A. In the manning of the Company's vessels at the beginning of the season, assignments for all available jobs shall be based upon seniority. In making such assignments first consideration will be given to Officers who have completed their layup duties in the preceding season and those who are granted permission in writing to be absent in case of sickness or other extenuating circumstances.
- B. Officers who have been continuously employed by the Company for two (2) or more years may express their preferences as to assignments to particular vessels, provided such preferences are made known to the Company in writing on or before February 1.
- C. Preferences as to such assignments to particular vessels will be predicated upon seniority, longer service Officers being given preference as to choice. Such assignments to particular vessels may vary to conform to the requirements of operations as determined by the Management, and any such variance because of Management's decision which is claimed to be not necessary for the requirements of operations may be submitted as a grievance under Article XVII.
- D. If the Company brings into service a newly constructed or reconverted vessel, for a period of one year after such vessel

enters service the Company may assign Engineers and Mates in each grade to such vessel without regard for seniority in that grade. After such one year period the provisions of this Article XIV shall thereafter be effective for assigning Engineers and Mates to such newly constructed or reconverted vessel.

- E. At fitout, seniority will apply fifteen (15) days after the first vessel covered by this Agreement begins to fitout, unless different arrangements are agreed upon between the Company and the Union.

Section 5. Notice of Hiring

- A. The Company will give fifteen (15) days notice of assignments and reemployment dates to Officers for spring fitout. Such notice shall be sent to the last address furnished to the Company by the individual Officer. Simultaneously, a complete list of such assignments shall be furnished the Union. Any subsequent changes in this list made in accordance with the seniority prior to the actual fitout date, will be furnished the Union on a supplementary basis.
- B. No Officer who has had such fifteen (15) days notice to be available for work shall have any right of reemployment if the Officer does not report as assigned, unless such Officer is unable to report because of sickness or other justifiable reason, provided the Officer shall take reasonable steps to notify the Company as early as possible of the Officer's illness or other justifiable reasons which prevented the Officer from reporting as required.
- C. If an Officer is recalled from layoff during the regular operating season and is unable to report for work on the date specified because the Officer is employed on articles on another vessel, the Officer's continuous service will not be broken thereby provided the Officer has kept the Company informed of such other employment and returns at the earliest possible time and no later than promptly after the end of the voyage on which the Officer is employed at the time of recall.

Section 6. Promotion

- A. In all cases of promotion, **except Chief Engineers**, to a higher rating or position carrying a higher rate of pay the following factors shall be considered as listed below; however, only when factors 2 and 3 are relatively equal shall length of continuous service be the determining factor:

1. Proper license for rating.
 2. Ability to perform the work.
 3. Physical fitness.
 4. Continuous service.
- B. All Chief Engineers who presently hold a permanent Chief's position shall be red-circled and shall not be removed from that position without just cause. In cases of promotion to a permanent Chief's vacancy that may occur in the future, such vacancy may be filled by the Company based on proper licensing for the position, ability to perform the work and physical fitness, without recourse to the grievance procedure.

Section 7. Vacancies

- A. When vacancies occur and such vacancies cannot be filled in accordance with the provisions of Section 2 of this Article, the Company will give preference in filling such vacancies to competent, qualified Officers assigned by the Union. It is understood and agreed that the Company will notify the Union of existing vacancies as they occur.
- B. If the Union is unable to refer Officers, in accordance with the above, then the Union shall immediately advise the Company to that effect and the Company may then obtain an Officer from any available source.
- C. The Company shall have the right to reject any applicant assigned by the Union provided that if such rejection is deemed to be without just cause the issue may be submitted as a grievance in accordance with Article XVII.
- D. During fitout and layup, temporary vacancies shall be filled by promotion from among Engineers or Mates on the vessel, provided that the Engineers or Mates to be promoted have the proper licenses.
- E. A temporary vacancy shall occur when a permanently assigned Officer leaves a position for a reason other than death, quit, retirement, or discharge for cause.
- F. Officers assigned to fill temporary vacancies shall not accumulate seniority, notwithstanding the provisions of Section 1-A of this Article.

- G. Should a temporary vacancy become permanent, said vacancy shall be filled in accordance with this Section 7.

Section 8. Transfers

Except as made necessary by the reduction in forces, transfers of Officers from one vessel to another to fill permanent vacancies shall be mutually agreed upon between the Company and the Union but in no event shall such transfer result in any reduction of wages, including weekend overtime. The Union's consent shall not be arbitrarily withheld. The Company's consent will not be arbitrarily withheld.

Officers transferred by the Company at any time will be entitled to transportation, subsistence and full wages involved in such transfer unless such transfer is for disciplinary reasons.

Officers may be granted transfers from one vessel to other when they so request during the navigation season, provided such transfers are agreeable with the Company. Transportation, subsistence and wages will not be payable as a result of such transfer.

Section 9. Decrease in Forces

- A. Whenever forces are decreased the following factors as listed below shall be considered; however, only when both factors 1 and 2 are relatively equal between eligible Officers shall length of continuous service be the determining factor:
1. Ability to perform the work.
 2. Physical fitness.
 3. Appropriate license for rating.
 4. Continuous service.
- B. Officers who are laid off prior to December 1, due to layup or sale of the vessel upon which they are employed, shall be entitled to be reassigned to any of the Company vessels still in operation in accordance with their seniority. Transportation, subsistence and full wages involved in such reassignments shall be paid by the Company. If such layoff occurs after November 1, each Officer shall have the option of exercising the seniority bumpback or going on layoff status.
- C. Any Officer who is laid off or not assigned at the beginning of a season shall receive preference in the filling of

vacancies among the unlicensed positions, as long as the Officer retains seniority rights with the Company as against the employment of new unlicensed personnel not enjoying any seniority with the Company.

- D. In the event of a temporary layup or repair outage, layoffs not lasting longer than twenty-one (21) days will be permitted without the reassignment obligation referred to in 9-B above.

Section 10. Leaves of Absence

A. Emergency Leaves

1. An Officer, by making written application, to the Chief Engineer or Master, may obtain a leave of absence under the following conditions:
 - a. In the event of death or serious illness in the Officer's immediate family, or
 - b. When, in the judgment of the Chief Engineer or Master, other emergencies justify the granting of leave.
 - c. When the Officer rejoins the vessel, the Officer must furnish the Chief Engineer or Master with documentary evidence, such as death notice, doctor's certificate, or legal forms satisfactory to the Company, substantiating the validity of the reasons cited in support of the request for the initial leave and extension.
2. An emergency leave granted under either of the above conditions shall be for a period of not more than fifteen (15) days; however, within the initial leave period the Officer may apply to the Company for an extension of such leave. The Company will promptly notify the Officer as to whether the request for extension is approved or disapproved.
3. An Officer shall be reimbursed for reasonable travel expenses for emergency leave granted in the event of death in the Officer's immediate family, as defined in Article XIV, Section 11, A.

B. Other Leaves

An Officer may make written request to the Chief Engineer or Master for time off for other than emergency reasons, but not

to exceed twenty-one (21) days in any one (1) season except when special permission is granted by the Company. Such request will be subject to approval, provided a qualified replacement is available and when in the judgment of the Chief Engineer or Master, valid reasons justify the granting of such leave.

- C. Any leave of absence granted in accordance with this Section 10 shall be without pay and transportation allowance but shall not constitute a break in continuous service provided, however, that the Officer's failure to report within the specified time if due to matters within the control of Management, shall not subject such Officer to any penalties under this Agreement.
- D. Leaves of absence for the purpose of accepting a position with the National or District Union shall be available to one (1) Officer. Such leave of absence shall be without pay and without loss of seniority. A leave of absence under the provisions of this paragraph shall be limited to not more than one (1) year, subject, however, to extension by mutual consent for a further period of one (1) year. No Officer shall be entitled to such leave unless the Officer has been in the continuous service of the Company for one (1) full season, including fitout and layup.

Section 11. Sick Leave Benefits

Any Officer who has at least two (2) consecutive years in an Officer position or one (1) year in an Officer position with four (4) previous years in an unlicensed position shall be entitled, during the period between the beginning of fitout and the end of layup, to the following benefits:

- A. Compensatory time off, up to a total not to exceed ten (10) days straight-time compensation for actual, provable time off the vessel in the event of the serious illness or death of spouse, child, stepchild, father, mother, brother, sister, mother-in-law, father-in-law, grandparents, or grandchild and in the event of the death of spouse's grandparent. Suitable verification must be furnished the Company to qualify for such payment.
- B. If an Employee leaves the vessel, is unable to return to work from Family leave or report for fitout because of personal illness, the Employee shall, upon furnishing evidence satisfactory to the Company covering the medical necessity for the absence, qualify for sick leave benefits for the period of

such absence because of the illness, up to a maximum of 5 days in any one week at the Employees daily base rate for the last position occupied at the time of such illness, provided the Employee has not received, or does not receive, any maintenance and cure payments for such illness. The maximum amount of such benefits shall be as set forth below.

Period of Continuous Service	Straight-Time Compensation
1 through 5 years	21 days
6 through 10 years	28 days
11 through 15 years	42 days
16 through 20 years	56 days
21 through 25 years	84 days
26 through 30 years	91 days
31 through 35 years	112 days

- B. In the event an Officer does claim and receive any maintenance and cure for such illness during any specific week, any sick leave benefits received hereunder for the same week shall be credited toward and deducted from maintenance and cure otherwise payable therefore.
- C. Reimbursement of reasonable travel expenses from and to the vessel will be paid in accordance with Article XII, Section 4 in the event an Employee leaves the vessel because of personal illness. The Employee shall provide evidence satisfactory to the Company setting forth the medical necessity for such travel.

Section 12. Military Service

- A. Officers other than probationary or temporary, who enter the Armed Forces of the United States or who leave the employ subsequent to the date hereof for the purpose of being inducted into, enlisting in, or determining physical fitness to enter, or perform training duties in said Armed Forces shall be reinstated in accordance with the applicable federal statutes.
- B. An Officer with one or more years of continuous service who is required to detach from the vessel to attend an encampment of the Reserve of the Armed Forces or the National Guard shall be paid, for a period not to exceed two weeks in any calendar year, the difference between the amount paid by the Government (not including travel, subsistence, and quarters allowance)

and the amount calculated by the Company in accordance with the following formula. Such pay shall be based on the number of days such Officer would have worked had the Officer not been attending such encampment during such two weeks (plus any Holiday in such two weeks which the Officer would not have worked) and the pay for each such day shall be eight (8) times the appropriate regular hourly wage rate as set forth in Section 1 of Article VII for the rating held at the time of detachment. If the period of such encampment exceeds two weeks in any calendar year, the period on which such pay shall be based shall be the first two weeks the Officer would have worked during such period.

ARTICLE XV - SAFETY

Section 1. Safe Practices

- A. The Company shall make every reasonable effort to furnish and maintain safe working gear and equipment for the protection of the Officer and shall continue to make reasonable provisions and rules for the safety of the Officers. All special safety gear, clothing or glasses required by the Company for Officer's mandatory use shall continue to be provided at the Company's expense.
- B. Violation of safety rules by Officers shall be cause for discipline, including discharge.
- C. Officers shall bring to the immediate attention of the Chief Engineer or Master any unsafe conditions.
- D. An Officer's belief of a requirement to work in a specific unsafe area aboard the vessel or with unsafe tools changed from the normal hazards inherent in the operation in question, shall be a basis for the Officer to file a grievance directly in Step 2 of the grievance procedure. Such a grievance, if not settled in a Step 2 meeting, shall be answered by the Master within 72 hours after presentation.
- E. The Company will continue its efforts to improve conditions at dock. A specific unsafe working condition on dock facilities which is called to the Company's attention by shoreside Union representatives will be promptly investigated to determine its existence and what can be done to eliminate or minimize such hazard.
- F. The Union and the Company recognize the hazards of noise and the Company will continue its efforts to abate, control or

eliminate such hazard at its source. If such hazard cannot reasonable be abated, controlled, or eliminated, Officers will be provided protective devices.

- G. The Company will notify the Union in writing of all disabling injuries suffered by Officers aboard its vessels and such notification will provide information as to the nature and extent of the injury.
- H. When Officers are required to handle toxic materials or haul cargoes treated with chemicals, the Company shall inform the affected Officers what hazards, if any, are involved, and what precautions shall be taken to insure their safety and health.
- I. The Company will provide a minimum of two self-contained breathing apparatuses per ship and two spare cylinders per unit.
- J. When practical, the Company will provide boarding ladder safety nets for use on all ships equipped with boarding ladders.

Section 2. Safety Committee

It is understood that the Company has a safety committee on each ship which normally meets once a month. The Company will continue said meetings as are now conducted, in the interest of fostering the Company's safety program. The planning of safety committee meetings, including the maintenance of minutes and chairing of such committee, shall be rotated each month among the licensed personnel.

Section 3. Shoreside Safety Committee

- A. The Union and the Company shall each designate not more than three (3) representatives to a joint committee on safety which shall meet from time to time to review safety matters and determine how the Company and the Union can most effectively cooperate in the elimination of accidents. The Committee shall deal with broad safety matters but shall not handle specific grievances, which shall be processed through the regular grievance procedure.
- B. The Company shall review with the Union committee proposed new safety programs including safety booklets developed by Management and shall consider recommendations made by the Union committee, but the final right to establish safety programs and rules shall rest with the Company.

- C. When an accident results in a disabling injury or death to an employee while in the service of the ship, the Company chairman of the Safety Committee will notify the Union Chairman as promptly as possible after the accident. When the circumstances surrounding the accident become available, they will be reviewed with the Union committee and the Company will consider any recommendations the Union may make regarding the accident.

Section 4. Leaving Protected Waters

No vessel will leave protected waters without the hatches closed and the deck secured when weather conditions are severe. No self-unloader will leave protected waters unless the boom is secured in the saddle. Conversely, the boom is not to be removed from the saddle unless the vessel is in protected waters.

ARTICLE XVI - SEVERANCE ALLOWANCE

Section 1. Conditions of Allowance

When, in the sole judgment of the Company, a ship is permanently removed from service and not replaced, an Officer whose employment is terminated either directly or indirectly as a result thereof shall be entitled to a severance allowance in accordance with and subject to the following provisions.

Section 2. Eligibility

An Officer to be eligible for a severance allowance must have accumulated three (3) or more years of Company continuous service as computed in accordance with the provisions of Section 1 of Article XIV.

If the Company shall arrange for or offer an Officer who shall be otherwise eligible for severance pay a job in the same rating on another vessel, such Officer shall not be entitled to severance pay, whether the Officer accepts or rejects the transfer. If such transfer results directly in the permanent displacement of some other Officer, the latter shall be eligible for severance pay, provided the Officer otherwise qualifies under the terms of this Section.

Section 3. Scale of Allowances

An eligible Officer shall receive severance allowance based upon the following weeks for the corresponding continuous service:

<u>Continuous Service</u>	<u>Weeks of Severance Allowance</u>
3 years, but less than 5 years	4
5 years, but less than 7 years	6
7 years, but less than 10 years	7
10 years, or more	8

Section 4. Calculation of Allowance

Officers granted a severance allowance shall be paid, per week of severance allowance, an amount equal to seven (7) times the appropriate daily base rate at the time of severance from employment.

Section 5. Nonduplication of Allowance

Severance allowance shall not be duplicated for the same severance, or same continuous service, whether the other obligation arises by reason of contract, law or otherwise. If an Officer is or shall become entitled to any discharge, liquidation, severance or dismissal allowance or payment of similar kind by reason of any law of the United States of America or any of its States, Districts or Territories thereof, subject to its jurisdiction, the total amount of such payment shall be deducted from the severance allowance to which the Officer may be entitled under this Section, or any payment made by the Company under this Section may be offset against such payments. Statutory unemployment compensation payments shall be excluded from the nonduplication provisions of this paragraph.

Section 6. Election Concerning Layoff Status

Notwithstanding any other provision of this Agreement, an Officer who would otherwise have been terminated in accordance with the applicable provisions of this Agreement and under the circumstances specified in Section 1 of this Article may, at such time, elect to be placed on layoff status for thirty (30) days, or to continue on layoff status for an additional thirty (30) days if the Officer had already been on layoff status. At the end of such thirty (30) day period the Officer may elect to continue on layoff status or to be terminated and receive severance allowance if the Officer is eligible for any such allowance under the provisions of this Article; provided, however, that, if the Officer elects to

continue on layoff status after the thirty (30) day period specified above and is unable to secure employment with the Company within an additional sixty (60) day period, at the conclusion of such additional sixty (60) day period the Officer may elect to be terminated and receive severance allowance if the Officer is eligible for such allowance.

Section 7. Payment of Allowance

Payment shall be made in a lump sum at the time of termination. Acceptance of severance allowance shall terminate employment and continuous service for all purposes under this Agreement.

ARTICLE XVII - GRIEVANCE PROCEDURE

Section 1.

Should any difference arise between the Company and the Union or any Officer as to the meaning and application of the provisions of this Agreement, there shall be no interruption in the scheduled sailing of the vessel or impeding of work, work stoppages, strikes or lockouts on account of such difference, but such differences shall be settled promptly in the manner as set forth below.

Step 1.

When an Officer has a complaint, the Officer shall first take it up with the Chief Engineer or Master. If the matter is not settled to the Officer's satisfaction by this method, the Officer shall then have the right to file a grievance as set forth below. Management shall have the right to review and revise any settlement between the Officer and the Chief Engineer or Master.

Step 2.

If the Complaint has not been settled by discussion as set forth above to the satisfaction of the Officer, or if the Officer is not satisfied with any revision of the settlement by Management, the Officer shall have the right to file a grievance in writing within twenty (20) days after the first occurrence of the facts on which the grievance is based or, after the date on which the grievant knew or ought to have known of the occurrence of the facts, with the Master. The Master shall answer the grievance in writing within five (5) days after receipt thereof.

The written grievance shall set forth and contain the following minimum information:

1. Name of the Officer(s) involved.
2. Date of alleged violation.
3. Name of department.
4. Facts of the case.
5. Remedy sought.
6. Section and/or subsection of the Agreement which the Officer believes to have been violated.
7. Date of presentation of written grievance.
8. Signature of Officer.

Step 3.

If the Officer is not satisfied with the decision in Step 2, the shoreside Union representative shall have the right to appeal the grievance in writing to the designated Personnel Services representative of the Company within five (5) days after receipt of the decision in Step 2. Upon receipt of the grievance the representative designated by the Company shall meet as soon as possible with the representative designated by the Union to attempt a settlement. The Union shall have the right to file a class action grievance with the Company on behalf of its affected members. Such a grievance shall be filed directly at Step 3 of the grievance procedure within twenty (20) days of the date on which the Union's designated representative knew or ought to have known of the occurrence of the facts which gave rise to the grievance.

Step 4.

Whenever either party concludes that further conference in Step 3 cannot contribute to settlement of a grievance, such grievance may be appealed by either party to an arbitrator to be appointed by mutual agreement of the parties following receipt of either party of a written request for such appointment.

The decision of the Arbitrator shall be final and binding. The expense and salary incident to the services of the Arbitrator shall be shared equally by the Company and the Union. Awards of settlement of grievances may or may not be retroactive as the equities of each case may demand but in no event shall any award be retroactive earlier than thirty (30) days prior to the date on which the grievance was presented in written form in Step 2 of this procedure. Should it be determined by the Arbitrator that an Officer has been discharged without cause, the Company shall reinstate the Officer and compensate the Officer for the time lost at the average hourly rate of earnings for the pay period closed and calculated immediately preceding the initial discharge of the job the Officer occupied at the time of discharge. Should it be determined by the Arbitrator that the Officer has been discharged

for cause, the Arbitrator shall not have jurisdiction to modify the degree of discipline imposed by the Company; provided, however, that in the case the Arbitrator modifies the discipline the Arbitrator shall have the discretion to reduce or not require the Company to pay the compensation as set forth above, if in the Arbitrator's judgment, the facts warrant such an award.

The Arbitrator to whom any grievance shall be submitted will be restricted as to whether any violation of the Agreement, as alleged in the written grievance entered in Step 2 of this procedure exists, and if a violation is found, to specify the remedy provided in this Agreement.

The Arbitrator shall have jurisdiction and authority to apply, interpret or determine compliance with the provisions of this Agreement, but may in no case add to, detract from or alter in any way the provisions of this Agreement.

Section 2. Discharges

In the event an Officer is discharged, the Officer, shall be advised, in writing within seven (7) days, of the reasons for such discharge and, if the Officer feels aggrieved on that account, the matter may be processed as a grievance only if presented in writing by a shore representative of the Union to the Great Lakes Fleet Operations office within a period of seven (7) days following the letter of discharge. The handling of the grievance shall thereafter be governed by the procedure provided for in this Article in all respects that it shall commence with an attempt at settlement between the representatives designated by the Company and the representatives designated by the Union.

Section 3. Appeals

Grievances not appealed from decisions rendered under any step of the Grievance Procedure within the time limits indicated therein shall be considered settled on the basis of the decision last made and shall not be eligible for further appeal.

If the Company does not answer a grievance within the time limits set forth in this Article, unless an extension of time has been mutually agreed upon, the grievance may be appealed to the next step, after notification to the person responsible for failing to dispose of the grievance within the prescribed time limits.

Section 4. Company Rights and Privileges

The Company shall have the same rights and privileges to make and process grievances under the same procedure in this Article

except that any grievance made by the Company shall be presented to the shoreside representatives of the Officers, said grievance to be in writing and submitted to the Union representative within thirty (30) days after the cause for said grievance has occurred. The information contained in said grievance shall be the same as outlined in Step 2 of this Agreement. Within fifteen (15) days after receipt of said notice, a meeting between the Company and the shore representative will be had, and if settlement cannot be reached, then it shall go to arbitration as is provided in Step 4 of Section 1. The decision of the Arbitrator shall be final and binding, with the expenses and charges for services of the Arbitrator shared equally by the Company and the Union. The Arbitrator shall have the jurisdiction and authority to apply, interpret or determine compliance with the provisions of this Agreement, but may in no case add to, detract from or alter in any way any of the provisions of this Agreement.

Section 5. Expedited Arbitration

The parties agree to continue the Experimental Arbitration Procedure described in Appendix B through the term of this contract in order to gain further experience into the effectiveness of this procedure.

ARTICLE XVIII - PENSIONS

- A. The Company will, in accordance with the applicable Trust Indenture and Rules and Regulations issued thereunder become an Employer in the American Maritime Officers Pension Plan with respect to all of its Officers.
- B. Each Designated Officer shall continue to be covered by the arrangement for noncontributory pension benefits provided by the Company (herein the "Pension Plan of the Company") so long as the Officer retains continuous service thereunder, in accordance with, and subject to the provisions of such Plan (as of January 1, 1964 for former Pittsburgh Fleet Engineers then covered; as of April 15, 1966 for former Bradley Fleet Engineers then covered and July 30, 1966 for all Mates and Stewards then covered) as amended to provide that:
 - 1. An Officer with 30 or more years of continuous service may voluntarily retire prior to age 65 and receive a pension equal to that which the Officer would receive, if at the time of retirement, the Officer were age 65 and eligible for a Public Pension, provided that following such retirement the Officer does not again sail on a license or qualify as a Steward without permission of the Company, and,

2. An Officer shall become eligible for a deferred vested pension at age 65 provided the Officer had at least (10) years continuous service at the time the Officer incurred a break in continuous service for any reason, including discharge.

Any modification of such benefits necessitated by the requirements of federal or state law or designed to improve the administration of such benefits made applicable to the majority of employees of the Company shall also apply to the Designated Officers if such modification is applicable. All Officers other than Designated Officers shall not be covered by the Pension Plan of the Company. In no case will any pension due or payable under the American Maritime Officers Pension Plan be deducted from any pension payable under the Pension Plan of the Company.

- C. Designated Officers who, as of the date of this Agreement, are participating in the Company's contributory pension plan applicable to them as of April 15, 1966 (as of March 1, 1968, for Mates or Stewards) shall continue to be an "Employee" under such Plan. As to such Designated Officers, the Company's contribution to the American Maritime Officers' Pension Plan shall be adjusted as agreed to by the parties to this Agreement.

The arrangement set forth herein is contingent upon there being a deduction for contributory pension from pension provided under the American Maritime Officers Pension Plan only for Designated Officers who are Employees under the plan and the amount of such deduction being 20% (40% for Mates and Stewards) of that portion of the contributory pension which is based on participation after April 15, 1966 (after March 1, 1968, for Mates and Stewards).

ARTICLE XIX - MUTUAL STUDY COMMITTEE

- A. A joint committee shall be established consisting of not more than eight (8) members of whom one-half shall be designated by the Union and one-half shall be designated by the Company. The joint committee shall study problems of mutual interest as agreed by the Union and the Company, including:
 1. the retraining of Officers whose jobs may be affected by automation on the vessels on which they are employed.
 2. stability of employment for the Officers, and

3. study of seniority arrangements.

- B. The parties recognized that for their joint benefit, increases in wages and benefits should be consistent with the long term prosperity and efficiency of the steel industry.

The parties are concerned that the future for the industry in terms of employment and return on substantial capital expenditures will rest heavily upon the ability of the parties to work cooperatively to achieve significantly higher productivity trends. The parties are acutely aware of the impact upon the industry and its employees of the sizable penetration of the domestic steel market by foreign producers.

In order to implement this expression of purpose, the Study Committee established pursuant to Article XIX of this Agreement shall be assigned the function of advising with Fleet Management concerning ways and means of improving productivity in Fleet operations. In performing its assignment, the Study Committee shall meet at mutually agreeable times. The General Manager - Fleet Operations may from time to time suggest to the Committee areas of special concern consistent with the productivity responsibilities assigned to the Study Committee and the provisions of this Agreement.

The functioning of the Study Committee shall not affect the existing rights of either party under any other provisions of this Agreement, however, the Company and Union agree to put forth their best efforts to attempt to find constructive and mutually acceptable solutions to the special concerns discussed in negotiations in view of achieving higher productivity aboard vessels.

ARTICLE XX - EXTENDED SEASON

Section 1. Definition

The Extended Season shall be the period between December 20 and March 15. "Designated vessels", as defined below, which operate in the aforementioned period shall be considered to have engaged in Extended Season operations. All nondesignated vessels shall be scheduled to arrive at their layup ports on or before December 20.

Section 2. Assignment of Personnel

- A. If the Company believes certain of its vessels will be

designated to operate in the Extended Season, it will make this information known no later than November 20 so that in accordance with procedures established by the Company, Officers on a fleet-wide basis who desire to sail in the Extended Season can make application for assignment and Officers on designated vessels can apply for relief from Extended Season operations.

- B. Officers on designated vessels who have requested relief will be relieved if another Officer in the same rating on one of the other vessels of the Company has requested Extended Season work and is available for assignment.
- C. An Officer who has been relieved in accordance with B above will be considered to have completed the season.
- D. An Officer who is assigned to a vessel engaged in Extended Season operations and who voluntarily fails to continue in the service of the vessel until completion of its operations and layup will be considered to have quit.
- E. If a vacancy arises on a vessel engaged in Extended Season operations, the Company will endeavor to fill the vacancy by recalling an Officer from the particular rating involved who had applied for, but had not been assigned to, Extended Season operations. If such a replacement cannot be obtained promptly, the Company will consult the Union to determine whether an alternate replacement satisfactory to the Company is readily available. If the Union cannot promptly supply such a replacement, the Company will recall from layoff the Officer from the particular rating involved who has the least amount of continuous service in such rating. The Officer so recalled will be required to report to the vessel promptly.

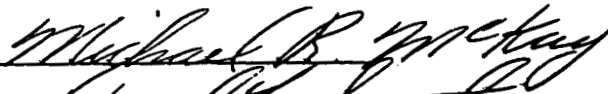
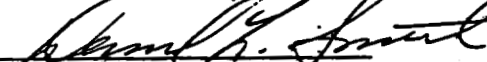
ARTICLE XXI - TERM OF AGREEMENT

This Agreement shall terminate at the expiration of 60 days after either party shall give written notice of termination to the other party, but in any event shall not terminate earlier than August 1, 2003.

If either party gives such notice the parties shall meet within 30 days thereafter to negotiate with respect to the terms of a new labor agreement. If the parties shall not agree upon the terms of a new labor agreement by the end of 60 days after the giving of such notice, either party may thereafter resort to strike or lockout as the case may be in support of its position.

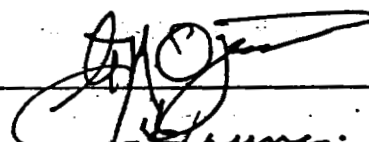

Any notice to be given under this Agreement shall be given by registered mail; be completed by and at the time of mailing; and if by the Company, be addressed to the President, American Maritime Officers, 2 West Dixie Hwy., Dania Beach, FL 33004, and if by the Union to the Director, Employee Relations, USS Great Lakes Fleet, Inc., 400 Missabe Building, Duluth, Minnesota 55802. Either party may, by like written notice, change the address to which registered mail notice to it shall be given.

AMERICAN MARITIME OFFICERS

/s/ Michael R. McKay 
/s/ Daniel L. Smith 

Date August 1, 2000

USS GREAT LAKES FLEET, INC.

/s/ A.N. Ojard 
/s/ J.H. Young 
Date August 1, 2000

APPENDIX A
MEMORANDUM OF UNDERSTANDINGS
ON MISCELLANEOUS MATTERS

1. Douglas E. Ray is appointed as Arbitrator for the term of this Agreement, under the provisions of Article XVII, Grievance Procedure, for matters covered by the labor agreement which may properly be appealed to arbitration.
2. The Company will notify the Union when Cadets are assigned to any Department where the Union represents other Officers.
3. As full payment for all time spent in the performance of clerical duties, Mates will receive the following monthly payments at their respective overtime rates of pay:

First Mate - 8 hours
Second Mate - 4 hours
Third Mate - 4 hours

Such monthly allowances are based on an average of 30.5 days of work and will be prorated for partial months of work.

4. The Company and the Union agree that the Company may subcontract the transshipment of cargo, but for the purpose of preserving work and job opportunities, the Employees of subcontractors performing the transshipment of cargo by water on American Flag Vessels on the Great Lakes, its Bays, Harbors and Tributaries shall receive no less than the wages, hours and general working conditions of this Agreement.
5. Self-Unloader Differential
 - a. In addition to the rates of pay provided for in Article VII, Section 1, the following amounts of self-unloader differential per month* shall be added to the earnings of former Bradley Officers with continuous service prior to March 1, 1985, when employed on any deck-equipped, boom-type self-unloaders:

First Assistant or First Mate	70.00
Second or Third Assistant, Second or Third Mate, or Steward	60.00

* Based on average of 30.5 days of work, with pro rata

portions for partial months.

- b. The provisions of this paragraph 6 shall not apply to any Officer newly hired after March 1, 1985.

6. Special Vacation Benefit

- a. The participant options for receipt of any special vacation benefit shall be limited to election of (1) 100% of the benefit to be taken as weeks of additional vacation or (2) 100% of the benefit to be paid in cash. In the absence of election the entire benefit shall be paid in cash.
- b. The provisions of this paragraph 6 shall not apply to any Officers newly hired after March 1, 1985.

7. Earnings Protection Benefits

- a. The same earnings protection benefits, subject to the same conditions, as are provided for the majority of production and maintenance steel operations employees of United States Steel Corporation as of August 1, 1983, shall be provided for former Pittsburgh Fleet Engineers with continuous service prior to March 1, 1985, with the exception of those provisions applicable only to those employees having twenty (20) or more years of continuous service at the start of the first benefit quarter in any calendar year.
- b. Any modification of such benefits necessitated by the requirements of federal or state law or designed to improve the administration of such benefits (but not including any change which increases or adds to the benefits or the cost of benefits) made applicable to such majority of employees affected by circumstances, which make such modification appropriate shall also apply to the employees identified in paragraph 7-a above as to whom such circumstances are applicable.
- c. The provisions of this paragraph 7 shall not apply to any Officer newly hired after March 1, 1985.

- 8. The parties agree that the AMO Vacation Plan shall be the recipient Plan for contributions to the AMO Vacation Plan, S&E, JEC, and AMOS Plans. The Vacation Plan shall retain sufficient funds to provide the vacation benefit itself and to pay taxes and administrative costs thereon and allocate the balance to the other entities in accordance with Trustees'

approval. The Parties authorized the Chairman and Secretary of said Plans to adjust any and all contributions and to transfer funds from one Plan or entity to another, provided that the Plans where the funds are allocated out of are not adversely affected and that the action of the Chairman and Secretary does not increase the total amount contributed by the Company.

9. The Parties agree to establish a high-level maritime committee to retrieve foreign flag shipping.
10. The Company agrees to provide matching contributions to the American Maritime Officers 401 (k) Plan as follows:

Effective 08/01/2001, the employers will make matching contributions for each participating 401 (k) Plan employee in an amount equal to 42% of the employee contribution, to a maximum of 4.2% of a participating employee's compensation. Effective 08/01/2002, the employers will make matching contributions for each participating 401 (k) Plan employee in an amount equal to 50% of the employee contribution, to a maximum of 5% of a participating employee's compensation.

APPENDIX B
MEMORANDUM OF UNDERSTANDING ON
EXPERIMENTAL ARBITRATION PROCEDURE

Notwithstanding any other provision of this August 1, 2000 Agreement, the following arbitration procedure is hereby adopted on an experimental basis. The arbitration procedure is designed to provide prompt and efficient handling of routine grievances, will continue in effect until August 1, 2003, unless extended by agreement between the appropriate representatives of the parties to this Agreement.

1. The experimental arbitration procedure shall be implemented as follows:
 - a. As soon as practical, the parties will agree on a regular arbitrator for experimental cases and an alternate arbitrator in the event the regular is unavailable to hear the case(s) in a reasonable period of time.
 - b. It must be mutually agreed by the designated Company headquarters Labor Relations person and the designated American Maritime Officers office person that the grievance is appropriate for this experimental procedure.
 - c. After it is mutually agreed that a case is appropriate for the experimental procedure, the filing party must appeal the case to the arbitrator within 10 days of such agreement.
 - d. The arbitrator will then notify the parties of the date, time and place for the hearing. Thereafter, the Rules of Procedure for Experimental Arbitration shall apply.
2. The hearings shall be conducted in accordance with the following:
 - a. The hearing shall be informal.
 - b. No briefs shall be filed or transcripts made.
 - c. There shall be no formal evidence rules.
 - d. Each party's case shall be presented by a previously designated representative.

- e. The Arbitrator shall have the obligation of assuring that all necessary facts and considerations are brought before the Arbitrator by the representatives of the parties. In all respects, the Arbitrator shall assure that the hearing is a fair one.
 - f. If the Arbitrator or the parties conclude at the hearing that the issues involved are of such complexity or significance as to require further consideration by the parties, the case shall be referred back to the persons designated in 1-b above.
3. The Arbitrator shall issue a decision no later than 48 hours after conclusion of the hearing (excluding Saturdays, Sundays and Holidays). The Arbitrator's decision shall be based on the records developed by the parties before and at the hearing and shall include a brief written explanation of the basis for the conclusion. The authority of the Arbitrator shall be the same as that provided in Article XVII, Section 1.

**APPENDIX C
LETTER OF AGREEMENT
INTERNATIONAL TRADE,
UPPER FOUR GREAT LAKES**

THIS MEMORANDUM OF UNDERSTANDING entered into this 22nd day of May 1984, by and between District 2, MEBA-AMO, AFL-CIO (hereinafter referred to as ("UNION")) and USS Great Lakes Fleet, Inc. (hereinafter referred to as the ("COMPANY")).

WHEREAS, the parties hereto are signatories to a collective bargaining agreement dated August 1, 1983 (hereinafter referred to as "agreement"); and

WHEREAS, the agreement contains certain provisions for compensation for members of the Union; and

WHEREAS, the parties are desirous of taking steps necessary to promote international trade in the upper four Great Lakes, which heretofore was predominately foreign flag, accordingly modify the agreement in an attempt to enable the Company to compete in this trade.

NOW, THEREFORE, it is agreed between the parties hereto as follows:

1. When any of the Company's ships are operating in international trade in the upper four Great Lakes (excluding the Port of Port Colborne, Ontario, which is considered the Head of Seaway trade); from the time of arrival at the first loading port of cargo destined to be traded internationally until the time of departure from the last unloading port where this international cargo is delivered, and the vessel is to proceed either to handle cargo being traded domestically, or to lay up berth.
 - A. The total shipboard wage due under this agreement will be reduced by 10 %, subject to computation method outlined in paragraph 4 below.
 - B. All Plans' contributions and benefits will be at the regular rate.
 - C. Wages reduced as per 1.A. above will be for while days as determined by the times of arrival and departure.
2. All other provisions of the agreement are to remain in full

force.

3. The Company and the Union agree that the provisions of this MEMORANDUM OF UNDERSTANDING are not in conflict with the provisions of the agreement.
4. To accomplish the intent of 1.A above and to spread the effect of the 10% shipboard wage reduction uniformly throughout the fleet, rather than only on the specific vessel(s) in the trade, it is agreed that:

Each officer's shipboard gross wages for the pay period will be multiplied by the following factor:

1 - $(10\% \times \text{actual ship days during pay period in international trade})$

(actual ship days during pay period)

5. This agreement shall become effective only after written notice of ratification by the Union. (Ratified 7/18/84)

FOR THE COMPANY

/s/ W.B. Satterness

FOR THE UNION

/s/ Timothy A. Mohler

APPENDIX D
EXPEDITED HEARING PROCEDURE

1. If a licensed Mate or Engineer is required to perform unlicensed work, except in the case of "emergencies" as defined in Article VIII, Section 28, such work shall be paid for at the overtime rate.
2. If a grievance is filed alleging the refusal to pay the overtime rate for performing what the grievant perceives as unlicensed work, the grievance shall be considered to have been filed at Step 3 of the grievance procedure.
3. The company will have 14 calendar days from the receipt of the grievance to provide a response in writing to the Union. Failure to respond in writing to the Union within 14 calendar days from the receipt of the grievance shall result in the automatic granting of the grievance and the remedy sought therein, without prejudice to future grievances on the same subject.
4. If the company denies the grievance, it shall provide the denial and the specific reasons for the denial to the Union within 14 calendar days of the receipt of the grievance.
5. The fourth Wednesday of each month in Toledo, Ohio at the Union facility shall be designated the date and place for the expedited hearing procedure for these grievances.
6. The permanent hearing officer shall be Joseph Cecire.
7. The permanent hearing officer shall be paid a \$5,000.00 annual retainer, the cost of which shall be shared equally by the employers and the Union. In addition, the permanent hearing officer or his alternate shall be paid a per diem and reasonable and necessary expenses.
8. The parties will present their evidence on the subject grievance or grievances to the hearing officer in an expeditious fashion. No lawyers or written briefs shall be permitted. The decision of the hearing officer shall be issued within 24 hours of the close of the hearing. The decision of the hearing officer shall be final and binding. No appeal from the hearing officer's decision shall be permitted.
9. The hearing officer may hear grievances from more than one company or more than one grievance from the same company, as time permits.

10. The per diem and expenses of the hearing officer shall be shared equally by the Union and the company or companies whose grievances are being heard.
11. The Expedited Hearing Procedure shall cease on 07/31/01 and grievances related to the performance of unlicensed work being performed by licensed personnel shall, thereafter, be entered under the Grievance Procedure contained in Article XVII of the agreement.

APPENDIX E
LETTER OF AGREEMENT ON AIR CONDITIONING

Mr. Daniel L. Smith
National Vice President, Great Lakes
American Maritime Officers
One Maritime Plaza, 3rd Floor
Toledo, Ohio 43604

Dear Mr. Smith:

In accordance with our agreement, please be advised of the following:

1. With the exception of the Hoyt, Calcite, Taylor, Frantz and Buckeye which do not have a long-term economic future, all vessels which are not presently air conditioned shall air condition officers' rooms the next time they are dry-docked but no later than the term of this contract.
2. Air conditioning systems for officers' rooms will be installed on all remaining vessels unless engineering requirements or regulations make such systems impracticable, in which case portable units will be used.
3. Portable air conditioning units shall be placed in the officers' dining room aboard the vessels that do not have a long-term economic future as listed in paragraph 1, as soon as practicable, unless electrical or regulatory requirements cannot be met.
4. Information regarding the engineering requirements, electrical requirements, Coast Guard or ABS requirements referred to above shall be provided the Union forthwith, upon request.

Very truly yours,

John H. Young